



**WALNUT CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

**BROWARD COUNTY
REGULAR BOARD MEETING
MAY 16, 2023
6:00 P.M.**

Special District Services, Inc.
8785 SW 165th Avenue, Suite 200
Miami, FL 33024

www.walnutcreekcdd.org
786.347.2711 ext. 2011 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
WALNUT CREEK
COMMUNITY DEVELOPMENT DISTRICT
Walnut Creek Clubhouse
7500 NW 20th Street
Pembroke Pines, Florida 33024
REGULAR BOARD MEETING
May 16, 2023
6:00 p.m.

- A. Call to Order**
- B. Proof of Publication.....Page 1**
- C. Establish Quorum**
- D. Additions or Deletions to Agenda**
- E. Comments from the Public for Items Not on the Agenda**
- F. Approval of Minutes**
 - 1. April 18, 2023 Regular Meeting Minutes.....Page 2
- G. Administrative Matter**
 - 1. Financial Update.....Page 17
- H. New/Additional Business**
 - 1. Caltran Engineering Presentation, Gate Trap Analysis Report & Recommendation
 - 2. Discussion Regarding American Shoreline Agreements, Warranty, Minutes, Etc.....Page 29
 - 3. Discussion Regarding CAS Cost Estimate for the Cleaning & CCTV of the Stormwater Management Pipes
 - 4. Consider Approval of HOA Monuments Repairs Proposal.....Page 144
 - 5. Consider Approval of HOA Monuments Ongoing Maintenance Proposal
 - 6. Consider Approval of Taft St Guardhouse Closet Shelves Installation Proposals.....Page 145
 - 7. Consider Approval of Taft St Guardhouse Pavers Project.....Page 150
 - 8. Consider Approval of Sheridan Guardhouse Interior and Exterior Wall Repairs.....Page 165
 - 9. Ratify and Approve Reef Tropical Proposal for Waterfall Motor.....Page 171
 - 10. Consider Approval of Resolution No. 2023-02 – Approving a Proposed Budget for FY 2023/2024.....Page 174
 - 11. Consider Approval of Resolution No. 2023-03 – Adopting a Fiscal Year 2023/2024 Meeting Schedule...Page 183
- I. Security Systems/Services**
 - 1. Security Report.....Page 185
 - 2. Regions Update on the Taft St Guardhouse Wi-Fi and Usage of Handheld Device for Processing of Visitors
 - 3. Security Administrator Changes
- J. Old Business**
 - 1. Update on Shekinah Fence Installation Project Surrounding the Canal
- K. Additional Staff Updates/Requests**
 - 1. Attorney
 - 2. District Manager
- L. Additional Board Member/Public Comments**
- M. Adjourn**

BROWARD

STATE OF FLORIDA
COUNTY OF BROWARD:

Before the undersigned authority personally appeared SCHERRIE A. THOMAS, who on oath says that he or she is the LEGAL CLERK, of the Broward Daily Business Review f/ k/a Broward Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Fort Lauderdale, in Broward County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT -
FISCAL YEAR 2022/2023 REGULAR MEETING SCHEDULE

in the XXXX Court,
was published in said newspaper by print in the issues of
and/or by publication on the newspaper's website, if
authorized, on

11/03/2022

Affiant further says that the newspaper complies with all
legal requirements for publication in chapter 50, Florida
Statutes.

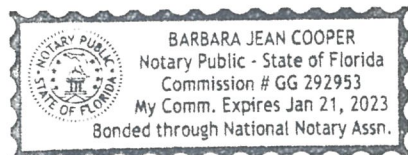
Scherrie A Thomas

Sworn to and subscribed before me this
3 day of NOVEMBER, A.D. 2022

Barbara Jean Cooper

(SEAL)

SCHERRIE A. THOMAS personally known to me



WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2022/2023 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Walnut Creek Community Development District will hold Regular Meetings at 6:00 p.m. at the Walnut Creek Community Clubhouse, 7500 NW 20th Street, Pembroke Pines, Florida 33024 on the following dates:

November 15, 2022
January 17, 2023
February 21, 2023
April 18, 2023
May 16, 2023
June 20, 2023
August 15, 2023
September 19, 2023

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained by contacting the District Manager at 786-347-2711 Ext. 2011 and/or toll free at 1-877-737-4922, five (5) days prior to the date of the particular meeting.

There may be occasions when one or two Supervisors will participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Meetings may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 786-347-2711 Ext. 2011 and/or toll free at 1-877-737-4922, at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

WALNUT CREEK COMMUNITY
DEVELOPMENT DISTRICT
www.walnutcreekcdd.org
11/3 22-21/0000628511B

**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
APRIL 18, 2023**

A. CALL TO ORDER

District Manager, Gloria Perez, called the April 18, 2023, Regular Board Meeting of the Walnut Creek Community Development District (the “District”) to order at 6:00 p.m. in the Walnut Creek Clubhouse located at 7500 NW 20th Street, Pembroke Pines, Florida 33024.

B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Broward Daily Business Review* on November 3, 2022, as part of the District’s Fiscal Year 2022/2023 Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

Mrs. Perez determined that the attendance of the following Supervisors constituted a quorum and it was in order to proceed with the meeting: Chairperson Betty Ross, Vice Chairperson Elina Levenson and Supervisors Allan Beckmann and Zalman Kagan.

Staff in attendance included: District Manager Gloria Perez of Special District Services, Inc.; General Counsel Ginger Wald of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.; and District Engineer Stephen C. Smith

Also present were the following: Cliff Cole Property Manager for Walnut Creek Community Association, Richard Thompson, Violations Coordinator/Security Administrator with Walnut Creek Community Association; Carlos Rivero and Luis Perez of Regions Security; and several members of the public.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA.

There were no comments from the public for items not on the agenda.

Supervisor Igor Fateyev arrived at approximately 6:06 p.m.

F. APPROVAL OF MINUTES

1. February 21, 2023, Regular Board Meeting

The minutes from the February 21, 2023, Regular Board Meeting were presented for consideration.

A **MOTION** was made by Supervisor Beckmann, seconded by Supervisor Ross and unanimously passed approving the minutes of the February 21, 2023, Regular Board Meeting, as presented.

G. ADMINISTRATIVE MATTERS

1. Financial Update

Mrs. Perez as procedurally done, Financial Reports were presented in the meeting books and reviewed: Monthly Financial Report-Operating Fund (actual revenues and expenditures with fund balances and availability); Check Registers; Balance Sheet; Debt Service Profit and Loss YTD Comparisons/Report(s); Tax/Assessment Collections; Expenditure Recap. Available Funds as of March 31, 2023, reflecting: \$1,904,663.82.

A motion for the ratification of the financials or any further discussion was requested.

A **MOTION** was made by Supervisor Levenson, seconded by Supervisor Beckmann and passed unanimously ratifying and approving the financials, as presented via handout.

H. NEW/ADDITIONAL BUSINESS

1. Caltran Engineering Presentation & Gate Trap Analysis Report

Mr. Calderon of Caltran Engineering provided a presentation and noted that he had made observations that he would like to look further into prior to making his recommendations.

On a separate matter he recommended that the Taft Street resident trap system be adjusted to a slightly slower speed so that it may work more effectively. He added that said adjustment should not create any delays.

2. Discussion Regarding Possible Modifications to Taft Street Entrance

Mrs. Perez looked into this request and noted that she recalled that the District would need to assume the responsibility of the roads to make and pay for any modifications. She added that if the roads were to be the responsibility of the District, hard gates would not be enforceable. They would need to be changed to soft gates. The Board previously decided not to pursue this option for this reason. She added that the Association could make modifications to the roads.

The Board decided to table this item until further notice.

3. District Engineer Update on American Shoreline Warranty Repairs

Mr. Smith advised that the American Shoreline warranty repairs had been completed and reviewed the memo, pointing out failures in the fabric material not designed to have continuous sun exposure and should be covered with either some stabilizing rock and/or plantings to provide long term protection and stability of the bank from erosion. Noting that options for correction would need to be explored.

The Board directed the District Engineer to review minutes, the history of the application and the warranty and for this line item to be brought back before the Board. District management was asked to include the agreements in the upcoming meeting book for Board review and discussion.

4. District Engineer Canal Embankment Report

Mr. Smith provided a handout and noted that the canal embankment had sustained additional erosion than originally identified, which needs to be stabilized. District management was directed to reach out to Land

Shore Enterprises to reevaluate the conditions and the District Engineer was asked to provide estimated cost for budgeting purposes.

5. District Engineer Lake Outfall Pipe Concerns Memo

Mr. Smith advised that the 5-year certification was due and made the recommendation to remove the substantial sediment that had been identified at certain outfalls. He made the recommendation that all the pipes be cleaned and CCTVed as needed to be in compliance with the permit and certification.

The Board directed the District Engineer to provide estimated costs for this project and all the other recommended projects discussed during today's meeting so that they may be included in the upcoming proposed budget.

6. District Engineer Cleaning of Lake Outfall Pipe Memo

This agenda item was previously addressed.

7. Consider HOA Monument Repair Proposal

This agenda item was tabled until the next meeting.

8. Consider HOA Ongoing Monument Maintenance Proposal

This agenda item was tabled until the next meeting.

9. Consider Taft Street Guardhouse Closet Shelves Installation Proposals

This agenda item was tabled until the next meeting.

10. Consider Taft Street Guardhouse Pavers Project

This agenda item was tabled until the next meeting.

11. Consider Sheridan Guardhouse Interior and Exterior Wall Repairs

This agenda item was tabled until the next meeting.

12. Consider Hall Fountains, Taft Street Waterfalls Light Fixture Proposal

A MOTION was made by Supervisor Levenson, seconded by Supervisor Fateyev and passed unanimously approving Hall Fountain's submersible light fixtures Quote 27979, dated February 28, 2023, in the amount of \$2,770, as presented.

13. Consider lake Bank Signage Replacement

Walnut Creek CDD - Lake Banks Signs		
Fast Signs	Raptor Vac	The Trusty Handyman
<p>Supply and replace the 6 "No Fishing/Swimming/Boating" Signs (Details in picture attached) and 11 Posts for Lake Banks Signs.</p> <p>Signs identical to the aluminum ones already installed to keep uniformity throughout the community lake banks (specific locations in the map attached).</p>		
Total Cost: 1,005.66	Total Cost: 2,250.00	Total Cost: 3,595.00
50% Deposit	No Deposit Required	

A **MOTION** was made by Supervisor Levenson, seconded by Supervisor Fateyev and passed unanimously approving Fast Signs' Estimate 79102, dated March 20, 2023, in the amount of \$1,005.66, as presented.

14. Consider Storm Drainage Cleaning Proposals

Walnut Creek CDD – Storm Drainage Cleaning		
Americlean	Express Drain and Sewer	Raptor Vac Systems
<p>Perform the cleaning of the 74 storm drainage structures/catch basins (As per inspection performed by Field Operations in February 2023).</p>		
Total Cost: \$9,250.00	Total Cost: \$9,625.00	Total Cost: \$8,880.00

A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Levenson and passed unanimously approving Americlean's proposal dated March 2, 2023, in the amount of \$9,250; further authorizing District Counsel to prepare an agreement and for District management to execute same on behalf of the District, as presented.

15. Consider Resolution No. 2023-02 – Adopting a Proposed Budget for Fiscal Year 2023/2024

After discussion, the Board decided to table this agenda item until the next meeting.

I. SECURITY SYSTEMS/SERVICES

1. Security Report

The Security Report was presented in the meeting book.

The Board requested that the Security Administrator provide a status report outlining the security occurrences in an Excel spreadsheet and for the same to be presented at upcoming meetings.

Additionally, the Security Administrator will create invoices for the chargeback damages to the gate systems and/or security equipment and a separate spreadsheet will be provided reflecting this activity as well.

2. Discussion Regarding the Tampering of Sheridan Gate Systems by Rapid Recovery Towing Company Resulting in Damages to Mr. Bercowicz and Mr. Cotugno

Mrs. Perez advised that she was finally able to get ahold of Sandrine Chauderon today who provided her email information and agreed to pay all costs related to damages resulting from the tampering of the system. These incidents were discussed and District Counsel recommended that a police report be acquired.

a. Mr. Bercowicz Incident at the Sheridan Entrance Gate

It was noted that Mr. Bercowicz was travelling and had not yet provided a repair estimate as of this date.

b. Mr. Cotugno Incident at the Sheridan Entrance Gate

Mr. Cotugno provided an estimate of repairs and was seeking Board approval for the payment of same.

A **MOTION** was made by Supervisor Kagan, seconded by Supervisor Fateyev approving payment to Mr. Cotugno pursuant to the provided estimate from University Dodge, dated March 21, 2023, in the amount of \$2,074.40; and Estimate Number 382 from Road Runner Mobile Auto Detailing in the amount of \$275; for a total of \$2,349.40; and further authorizing District Counsel to prepare a Mutual Waiver of Release of Claims.

3. Consider Regions Estimate 2023-1805 for Installation of Wi-Fi Antenna at Taft Street Guardhouse

This item was tabled and Regions was directed to contact Comcast.

4. Consider Regions Estimate 2023-1795 for the Installation of Speed Bumps

This item was tabled until further notice.

5. Regions Gate System Estimates for Work Already Completed

a. Consider Ratification of Regions Estimate 2023-1744 Individualizing Function of Taft Street Exit Gates

A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Kagan ratifying and approving Regions' Estimate 2023-1744 individualizing function of the Taft Street exit gate in the amount of \$2,430.00, as presented. Upon being put to a vote, the **MOTION** carried 4 to 1 with Supervisor Levenson dissenting.

b. Consider Ratification of Regions Estimate 2023-1755 CO#1 Taft Street Resident Entrance Loop Replacement

Mr. Rivero approached the Board and provided an explanation that this area of repair was overseen during the initial assessment. A discussion ensued and Mr. Rivero offer to waive the cost of \$2,250.00 for Est. 2023-1755 CO#1.

A **MOTION** was made by Supervisor Fateyev, seconded by Supervisor Beckmann and passed unanimously approved accepting Regions' offer to WAIVE all costs related to Estimate 2023-1755 CO#1, Taft Street resident entrance loop replacement in the amount of \$2,250, as presented.

J. OLD BUSINESS

1. Update on Shekinah Fence Installation Project Surrounding the Canal

Mrs. Perez advised that this project began today.

K. ADDITIONAL STAFF UPDATES/REQUESTS

1. Attorney

There were no additional updates from the attorney.

2. District Manager

There were no additional updates from the District Manager.

L. ADDITIONAL BOARD MEMBER/PUBLIC COMMENTS

There were no further comments from the Board or public.

M. ADJOURNMENT

There being no further business to come before the Board a **MOTION** was made by Supervisor Ross, seconded by Supervisor Levenson and passed unanimously adjourning the meeting at 8:07 p.m.

ATTESTED BY:

Secretary /Assistant Secretary

Chairman/Vice-Chair



CRAIG A. SMITH & ASSOCIATES

Consulting Engineers • Surveyors • Construction Managers • Utility Locators

21045 Commercial Trail, Boca Raton, FL 33486

MEMO

To: Gloria Perez, District Manager

From: Todd Larson

CC: Stephen Smith

Date: March 23, 2023

Re: Walnut Creek, Sheridan Street, 72nd Ave, and 7300 Block Canals

On February 21, 2023 a site inspection was conducted at the two north/south canals in the northeast section of the Walnut Creek CDD. The areas in question are segments located from the northern east/west canal, adjacent to NW 72nd Avenue and the 7300 block of Sheridan Street, north to the Sheridan Street culverts. It was observed that there is a significant amount of erosion along both sides of the canal banks.

The pictures taken indicate that the banks have collapsed and a large amount of sediment has eroded into the canals. At the NW 72nd Avenue canal segment the erosion is so severe that the existing 96-inch diameter culvert is no longer visible. The 7300 block canal segment contains three 5-foot diameter parallel culverts that run under Sheridan Street. The culverts, along with the entire length of the canal segment, are half full of eroded sediment.

Conclusions and Recommendations:

1. The NW 72nd Avenue section of canal is included within the limits of construction indicated on the Erosion and Sedimentation Control Plan prepared by Landshore Enterprises, LLC in March of 2022. However, the amount of erosion and the severity of the canal's stabilization has increased within an area of approximately 135-feet on the east side of the canal. Current slope appears to be 1:1. The design slope for the canal restoration

project is 2:1. The banks will have to be re-stabilized to the design slope before the installation of the proposed liner.

2. The bank re-stabilization and sediment removal of the 7300 block canal section will need to be added to the scope of work under the NW 72nd Avenue canal restoration project. Work would include desilting the existing canal and the existing three outfall pipes, re-stabilizing the existing canal banks section (approx. 285-feet of total bank reconstruction) and the installation of the same liner proposed for the NW 72nd Avenue canal section.





Photo 1: The north end of the NW 72nd Avenue canal at Sheridan Street, looking east. The 96-inch culvert under Sheridan Street is not visible. The photo indicates the additional erosion of the existing eastern canal lake bank.



Photo 2: The east side of the canal bank adjacent to NW 72nd Avenue, looking south. The photo indicates the approx. 135-feet of washed out sugar sand.



Photo 3: NW 72nd Avenue canal section, looking south. The photo indicates the bank erosion and silt build up at the canal intersection.



Photo 4: East/west canal parallel to Sheridan Street and west of NW 72nd Avenue, looking west. The photo indicates sediment build up along the north bank of the canal, within the scope of the NW 72nd Avenue canal restoration project.



Photo 5: North side of canal section at Sheridan Street and the 7300 block, looking east. The photo shows the three culverts on the south side of Sheridan Street and that the sediment build-up in half of the pipe and all but 6-inches in the canal has greatly impeded flows.



Photo 6: West bank of canal section at Sheridan Street and the 7300 block, looking south. The photo indicates the erosion of approx. 135-feet of the west bank.



Photo 7: East bank of canal section at Sheridan Street and the 7300 block, looking south. The photo indicates the erosion of approx. 150-feet of the east bank.

Walnut Creek
Community Development District

**Financial Report For
April 2023**

WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
OPERATING FUND
APRIL 2023

	Annual Budget 10/1/22 - 9/30/23	Actual Apr-23	Year To Date Actual 10/1/22 - 4/30/23
REVENUES			
ADMINISTRATIVE ASSESSMENTS	178,871	6,317	176,080
MAINTENANCE ASSESSMENTS	1,100,128	34,818	1,075,543
DEBT ASSESSMENTS (2010)	130,015	4,116	127,142
OTHER REVENUE	0	0	1,235
INTEREST INCOME	1,500	0	24,107
TOTAL REVENUES	\$ 1,410,514	\$ 45,251	\$ 1,404,107
EXPENDITURES			
ADMINISTRATIVE EXPENDITURES			
SUPERVISOR FEES	10,000	1,000	5,200
PAYROLL TAXES (EMPLOYER)	800	77	398
ENGINEERING	45,000	2,500	17,944
LEGAL FEES	19,000	0	8,746
AUDIT FEES	4,000	0	0
MANAGEMENT	47,664	3,972	27,804
POSTAGE	1,250	134	712
OFFICE SUPPLIES/PRINTING	5,700	27	546
INSURANCE	14,000	0	16,536
LEGAL ADVERTISING	1,200	0	223
MISCELLANEOUS	9,000	298	4,299
DUES & SUBSCRIPTIONS	175	0	175
ASSESSMENT ROLL	7,500	0	0
TRUSTEE FEES	2,000	0	1,420
CONTINUING DISCLOSURE FEE	350	0	0
WEBSITE MANAGEMENT	2,000	167	1,167
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 169,639	\$ 8,175	\$ 85,170
MAINTENANCE EXPENDITURES			
FIELD MANAGEMENT	5,000	2,500	5,000
OPERATIONS MANAGEMENT	12,000	1,000	7,000
SECURITY SERVICES	405,760	29,812	155,727
HOA SECURITY SERVICES ADMIN	0	0	5,000
SECURITY SERVICES - ABDI	12,000	0	810
SECURITY CAMERAS & MAINTENANCE	8,000	0	23,854
SECURITY ONLINE SOLUTIONS	12,800	0	0
TELEPHONE	11,000	895	6,240
ELECTRIC	82,500	7,113	52,047
WATER & SEWAGE	17,000	124	4,667
GUARD HOUSE - VISITOR PASSES	6,700	0	0
GATE SYSTEM MAINTENANCE	30,000	5,280	32,946
GATEHOUSE MAINTENANCE	0	0	0
GUARD HOUSE INT/EXT MAINTENANCE	22,500	13,281	28,325
LAKE & PRESERVE MAINTENANCE	45,000	2,960	20,354
SIGNAGE	2,000	0	0
STREETLIGHT MAINTENANCE	5,000	0	0
WATERFALL MAINTENANCE	75,000	6,371	35,293
HOLIDAY LIGHTING	10,000	0	4,995

**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
OPERATING FUND
APRIL 2023**

	Annual Budget 10/1/22 - 9/30/23	Actual Apr-23	Year To Date Actual 10/1/22 - 4/30/23
LAKE RESTORATION & MAINTENANCE	0	0	0
IGUANA REMOVAL SERVICES	27,000	0	11,208
MISCELLANEOUS MAINTENANCE	10,000	0	3,857
STORMWATER MGT & PIPE REPLACEMENT RESERVE/CONTINGENCY	74,800	0	0
PRESSURE CLEANING & PAINTING OF EXTERIOR STRUCTURES	14,000	0	0
HEADWALL STABILIZATION PROJECT	10,000	0	0
LAKE SLOPE SOIL MAINTENANCE	10,000	0	0
S-8 CANAL RECONSTRUCTION - ENGINEERING DESIGN & CONSTRUCTION	80,000	0	0
TREE TRIMMING SERVICES	0	0	0
OPERATING RESERVE/CONTINGENCY	26,060	2,348	2,350
TAFT STREET STRUCTURE MAINTENANCE	20,000	0	0
TOTAL MAINTENANCE EXPENDITURES	\$ 1,034,120	\$ 71,684	\$ 399,673
TOTAL EXPENDITURES	\$ 1,203,759	\$ 79,859	\$ 484,843
EXCESS OR (SHORTFALL)	\$ 206,755	\$ (34,608)	\$ 919,264
PAYMENT TO TRUSTEE (2010)	(122,214)	(4,034)	(119,874)
BALANCE	\$ 84,541	\$ (38,642)	\$ 799,390
COUNTY APPRAISER & TAX COLLECTOR FEE	(28,180)	(892)	(26,505)
DISCOUNTS FOR EARLY PAYMENTS	(56,361)	0	(52,245)
EXCESS/ (SHORTFALL)	\$ -	\$ (39,534)	\$ 720,640
CARRYOVER FROM PRIOR YEAR	0	0	0
NET EXCESS/ (SHORTFALL)	\$ -	\$ (39,534)	\$ 720,640

Note: Reserves Set-Up For Un-Used Budgeted Fiscal Year 2020/2021 & 2021/2022 Maintenance Projects.
Improvement/Emergency Funds May Be Needed To Fund A Portion Of The Projects.

Bank Balance As Of 4/30/23	\$ 1,684,137.19
Accounts Payable As Of 4/30/23	\$ 91,284.21
Accounts Receivable As Of 4/30/23	\$ 1,200.00
Reserve For Headwall Stabilization As Of 4/30/23	\$ 50,000.00
Reserve For Lake Slope Soil Maintenance As Of 4/30/23	\$ 20,000.00
Reserve For Stormwater Maint/Pipe Replacement As Of 4/30/23	\$ 91,000.00
Reserve For S-8 Canal Reconstruction As Of 4/30/23	\$ 460,000.00
Operating Account Available Funds As Of 4/30/23	\$ 973,052.98
Improvements/Emergency Funds As Of 4/30/23	\$ 882,662.66
Total Available Funds As Of 4/30/23	\$ 1,855,715.64

Walnut Creek Community Development District
Budget vs. Actual
October 2022 through April 2023

	Oct '22 - Apr 23	22/23 Budget	\$ Over Budget	% of Budget
Income				
01-3100 · Administrative Assessment	176,080.14	178,871.00	-2,790.86	98.44%
01-3200 · Maintenance Assessment	1,075,542.95	1,100,128.00	-24,585.05	97.77%
01-3811 · Debt Assessments (Series 2010)	127,142.45	130,015.00	-2,872.55	97.79%
01-3821 · Debt Assess-Paid To Trustee-10	-119,874.10	-122,214.00	2,339.90	98.09%
01-3830 · Assessment Fees	-26,504.86	-28,180.00	1,675.14	94.06%
01-3831 · Assessment Discounts	-52,245.33	-56,361.00	4,115.67	92.7%
01-9400 · Miscellaneous Revenue	1,235.26	0.00	1,235.26	100.0%
01-9410 · Interest Income	24,107.00	1,500.00	22,607.00	1,607.13%
Total Income	1,205,483.51	1,203,759.00	1,724.51	100.14%
Expense				
01-1307 · Payroll tax expense	397.80	800.00	-402.20	49.73%
01-1308 · Supervisor Fees	5,200.00	10,000.00	-4,800.00	52.0%
01-1310 · Engineering	17,944.00	45,000.00	-27,056.00	39.88%
01-1311 · Management Fees	27,804.00	47,664.00	-19,860.00	58.33%
01-1315 · Legal Fees	8,745.74	19,000.00	-10,254.26	46.03%
01-1318 · Assessment/Tax Roll	0.00	7,500.00	-7,500.00	0.0%
01-1320 · Audit Fees	0.00	4,000.00	-4,000.00	0.0%
01-1450 · Insurance	16,536.00	14,000.00	2,536.00	118.11%
01-1480 · Legal Advertisements	223.31	1,200.00	-976.69	18.61%
01-1512 · Miscellaneous	4,299.03	9,000.00	-4,700.97	47.77%
01-1513 · Postage and Delivery	712.34	1,250.00	-537.66	56.99%
01-1514 · Office Supplies	546.10	5,700.00	-5,153.90	9.58%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1550 · Trustee Fees (GF)	1,420.00	2,000.00	-580.00	71.0%
01-1551 · Continuing Disclosure Fee	0.00	350.00	-350.00	0.0%
01-1570 · Website Management	1,166.62	2,000.00	-833.38	58.33%
01-1601 · Security Services	155,727.10	405,760.00	-250,032.90	38.38%
01-1604 · Guardhouse Int/Ext Maintenance	28,325.28	22,500.00	5,825.28	125.89%
01-1605 · Gate System Maintenance	32,946.25	30,000.00	2,946.25	109.82%
01-1606 · Guard house-Visitor Passes	0.00	6,700.00	-6,700.00	0.0%
01-1608 · Security Services - ABDI	810.00	12,000.00	-11,190.00	6.75%
01-1609 · Security Cameras & Maintenance	23,854.40	8,000.00	15,854.40	298.18%
01-1610 · Security Online Solutions	0.00	12,800.00	-12,800.00	0.0%
01-1803 · Lake & Preserve Maintenance	20,354.00	45,000.00	-24,646.00	45.23%
01-1805 · Stormwater Mgt/Pipe Replacement	0.00	74,800.00	-74,800.00	0.0%
01-1812 · Signs	0.00	2,000.00	-2,000.00	0.0%
01-1814 · Electricity	52,046.94	82,500.00	-30,453.06	63.09%
01-1815 · Miscellaneous Maintenance	3,856.58	10,000.00	-6,143.42	38.57%
01-1816 · Telephone	6,239.56	11,000.00	-4,760.44	56.72%
01-1817 · Water & sewer	4,667.38	17,000.00	-12,332.62	27.46%
01-1818 · Field Management	5,000.00	5,000.00	0.00	100.0%
01-1821 · Waterfall Maintenance	35,293.00	75,000.00	-39,707.00	47.06%
01-1825 · Tree Trimming Services	0.00	5,000.00	-5,000.00	0.0%
01-1826 · Holiday Lighting	4,995.00	10,000.00	-5,005.00	49.95%

Walnut Creek Community Development District
Budget vs. Actual
October 2022 through April 2023

	Oct '22 - Apr 23	22/23 Budget	\$ Over Budget	% of Budget
01-1835 · Pressure Clean & Paint Ext Strc	0.00	14,000.00	-14,000.00	0.0%
01-1839 · Iguana Removal Services	11,208.35	27,000.00	-15,791.65	41.51%
01-1840 · Headwall Stabilization Project	0.00	10,000.00	-10,000.00	0.0%
01-1841 · Lake Slope Soil Maintenance	0.00	10,000.00	-10,000.00	0.0%
01-1842 · S-8 Canal Reconstructn-Eng Dsgn	0.00	80,000.00	-80,000.00	0.0%
01-1843 · Taft Street Structure Maint	0.00	20,000.00	-20,000.00	0.0%
01-1844 · HOA Security Services Admin	5,000.00	0.00	5,000.00	100.0%
01-1899 · Operating Maint Resrve/Contngcy	2,349.40	26,060.00	-23,710.60	9.02%
01-2311 · Operations Management	7,000.00	12,000.00	-5,000.00	58.33%
Total Expense	484,843.18	1,203,759.00	-718,915.82	40.28%
Net Income	720,640.33	0.00	720,640.33	100.0%

Walnut Creek Community Development District
Check Register
April 2023

Date	Reference	Vendor	Amount
4/4/2023	4-1	Allstate Resource Management, Inc.	2,960.00
4/4/2023	4-2	Billing, Cochran, Lyles, Mauro & Ramsey	1,892.50
4/4/2023	4-3	City of Pembroke Pines	1,010.46
4/4/2023	4-4	City of Pembroke Pines (permits)	85.34
4/4/2023	4-5	Comcast (Voice 8931)	164.58
4/4/2023	4-6	Crystal Pool Service Inc	4,650.00
4/4/2023	4-7	Crystal Springs	42.96
4/4/2023	4-8	FPL	8,234.84
4/4/2023	4-9	Hancock Bank (Tax Receipts)	1,197.95
4/4/2023	4-10	Pressure Cleaning Man Inc.	4,435.00
4/4/2023	4-11	Regions Security	30,440.89
4/4/2023	4-12	Richie Rich Services LLC	110.00
4/4/2023	4-13	Special District Services	6,915.21
4/4/2023	4-14	Tirone Electric	485.50
4/12/2023	4-15	Amazon Capital Services	14.03
4/12/2023	4-16	Comcast (8939)	365.56
4/12/2023	4-17	Comcast (9044)	365.56
4/12/2023	4-18	Regions Security	780.00
4/12/2023	4-19	Tirone Electric	482.50
4/12/2023	4-20	Walnut Creek Community Association, Inc.	5,000.00
4/25/2023	4-21	Nicholas Cotugno	2,349.40
TOTAL			71,982.28

Walnut Creek Community Development District
Expenditures
April 2023

	Date	Num	Name	Memo	Debit
Expenditures					
01-1307 · Payroll tax expense					
	04/25/2023	PR 04/18/23		mtg 04/18/23 PR 04/26/23 (Ross, Levenson, Fateyev, Kagan, Beckman)	76.50
Total 01-1307 · Payroll tax expense					76.50
01-1308 · Supervisor Fees					
	04/25/2023	PR 04/18/23		mtg 04/18/23 PR 04/26/23 (Ross, Levenson, Fateyev, Kagan, Beckman)	1,000.00
Total 01-1308 · Supervisor Fees					1,000.00
01-1310 · Engineering					
	04/28/2023	1-4918	CALTRAN Engineering Group, Inc.	study and gate design for Taft St visitor trap system (2nd payment)	2,500.00
Total 01-1310 · Engineering					2,500.00
01-1311 · Management Fees					
	04/30/2023	2023-0440	Special District Services	management fee April 2023	3,972.00
Total 01-1311 · Management Fees					3,972.00
01-1512 · Miscellaneous					
	04/25/2023	PR 04/18/23		mtg 04/18/23 PR 04/26/23 (Ross, Levenson, Fateyev, Kagan, Beckman)	53.25
	04/30/2023	2023-0440	Special District Services	Document Storage March 2023	90.15
	04/30/2023	2023-0440	Special District Services	travel March 2023	154.18
Total 01-1512 · Miscellaneous					297.58
01-1513 · Postage and Delivery					
	04/30/2023	2023-0440	Special District Services	FedEx March 2023	133.75
Total 01-1513 · Postage and Delivery					133.75
01-1514 · Office Supplies					
	04/30/2023	2023-0440	Special District Services	copier charges March 2023	26.85
Total 01-1514 · Office Supplies					26.85
01-1570 · Website Management					
	04/30/2023	2023-0440	Special District Services	website fee April 2023	166.66
Total 01-1570 · Website Management					166.66
01-1601 · Security Services					
	04/01/2023	27647	Regions Security	services April 2023	2,514.00
	04/01/2023	27749	Regions Security	security officer services 4/1/23 - 4/30/23	6,896.34
	04/01/2023	27748	Regions Security	security 3/1/23 - 3/31/23	22,652.00
	04/27/2023	3954	Regions Security	refund for inv# 27359	-2,250.00
Total 01-1601 · Security Services					29,812.34
01-1604 · Guardhouse Int/Ext Maintenance					
	04/04/2023	1XMN-DW4C-GKMX	Amazon Capital Services	Authorized Personnel Only sign	14.03
	04/12/2023	124157	1st Solution Pest Control	bi-monthly regular service of pest control	140.00
	04/19/2023	4263	Shekinah Fence Services LLC	reinstall chain link gate	13,126.80
Total 01-1604 · Guardhouse Int/Ext Maintenance					13,280.83
01-1605 · Gate System Maintenance					
	04/01/2023	27646	Regions Security	gate maintenance contract April 2023	825.00
	04/05/2023	27736	Regions Security	Northstar loop detector replacement - Sheridan right entry 1st arm	480.00

Walnut Creek Community Development District
Expenditures
April 2023

Date	Num	Name	Memo	Debit
04/05/2023	27735	Regions Security	East & West Sheridan entrance diagnostic	300.00
04/17/2023	27863	Regions Security	visitor arm barrier remounted 4/11 @ 7:50	225.00
04/17/2023	27862	Regions Security	visitor arm barrier remounted 4/11 @ 7:46 am	150.00
04/17/2023	27859	Regions Security	visitor arm barrier cut, repair, and remount 4/9 @ 12:45 pm	225.00
04/17/2023	27865	Regions Security	Sheridan resident arm barrier remounted 4/14 @ 5pm	150.00
04/17/2023	27860	Regions Security	Sheridan resident gate swing gate remounted 4/10 @ 3:10 pm	150.00
04/17/2023	27866	Regions Security	visitor arm barrier remounted 4/15 @ 4:05 pm	225.00
04/17/2023	27867	Regions Security	visitor arm barrier remounted 4/16 @ 3:40 pm	225.00
04/19/2023	27871	Regions Security	visitor arm barrier remounted 4/18/23 @ 8:45 pm	225.00
04/19/2023	27870	Regions Security	residents second arm barrier remounted 4/17 9:44 pm	225.00
04/19/2023	27872	Regions Security	Sheridan exit gate arm barrier replaced 4/18/23 @ 4:55 pm	150.00
04/26/2023	27893	Regions Security	visitor arm barrier arm remount 4/23 2:10 pm	225.00
04/26/2023	27892	Regions Security	visitor arm barrier arm remount 4/24 5:30 pm	225.00
04/26/2023	27894	Regions Security	visitor arm barrier arm remount 4/19 9:40 pm	225.00
04/26/2023	27891	Regions Security	visitor arm barrier arm remount 4/25 2:10 pm	150.00
04/28/2023	27985	Regions Security	visitor arm barrier arm remount 4/27 6:43	225.00
04/28/2023	27986	Regions Security	visitor arm barrier arm remount 4/26 7:55 pm	225.00
04/28/2023	27989	Regions Security	visitor arm barrier arm remount 4/28 at 5:45 pm	225.00
04/30/2023	27990	Regions Security	visitor arm barrier arm remount 4/29 4:20 pm	225.00
Total 01-1605 · Gate System Maintenance				5,280.00
01-1803 · Lake & Preserve Maintenance				
04/01/2023	19875	Allstate Resource Management, Inc.	mitigation area maintenance & lake mgmt services April 2023	2,960.00
Total 01-1803 · Lake & Preserve Maintenance				2,960.00
01-1814 · Electricity				
04/19/2023	36358-71365 0423	FPL	acct# 36358-71365 (03/20/2023 - 04/19/2023)	6,028.13
04/19/2023	04574-72025	FPL	acct# 04574-72025(03/20/2023 - 04/19/2023)	554.95
04/19/2023	54061-43023 0423	FPL	acct# 54061-43023 (03/20/2023 - 04/19/2023)	125.08
04/19/2023	63522-34022 0423	FPL	acct# 63522-34022 (03/20/2023 - 04/19/2023)	404.74
Total 01-1814 · Electricity				7,112.90
01-1816 · Telephone				
04/15/2023	170813962	Comcast (Voice 8931)	acct# 904688931 inv# 170813962 (04/15/23 - 05/14/23)	164.44
04/24/2023	8495 75 100 0519044	Comcast (9044)	acct# 8495751000519044 (05/04/23 - 06/03/23)	365.30
04/24/2023	8495751000518939	Comcast (8939)	acct# 8495751000518939 (04/4/23 - 05/3/23)	365.30
Total 01-1816 · Telephone				895.04
01-1817 · Water & sewer				
04/12/2023	21393886	Crystal Springs	water for guardhouse	82.92
04/20/2023	1004102	City of Pembroke Pine (536647-248299)	1800 NW 76 Ave E (03/18/23 - 04/17/23)	40.97
Total 01-1817 · Water & sewer				123.89
01-1818 · Field Management				
04/15/2023	04/15/2023	Walnut Creek Community Association, Inc.	2nd payment for agreement b/t District & association FY 22/23	2,500.00
				2,500.00

Walnut Creek Community Development District
Expenditures
April 2023

	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Debit</u>
01-2311 · Operations Management	04/30/2023	2023-0440	Special District Services	operations management April 2023	1,000.00
					<u>1,000.00</u>
01-1821 · Waterfall Maintenance	04/01/2023	2315180400	Crystal Pool Service Inc	April 2023 service	4,650.00
	04/20/2023	2315190500	Crystal Pool Service Inc	repairs (2 new sump pumps, E & W equip pits, new filter cartridge)	1,721.00
Total 01-1821 · Waterfall Maintenance					<u>6,371.00</u>
01-1899 · Operating Maint Resrve/Contngcy	04/27/2023	claim	Nicholas Cotugno	release for damages to 2017 Ram 1500 Sport vehicle	2,349.40
Total 01-1899 · Operating Maint Resrve/Contngcy					<u>2,349.40</u>
Total Expenditures					<u>79,858.74</u>

Walnut Creek Community Development District
Balance Sheet
As of April 30, 2023

	Operating Fund	Debt Service (2010) Fund	General Fixed Assets	Long Term Debt	TOTAL
ASSETS					
Current Assets					
Checking/Savings					
Operating Fund	1,684,137.19	0.00	0.00	0.00	1,684,137.19
Improvements/Emergency Funds	882,662.66	0.00	0.00	0.00	882,662.66
Total Checking/Savings	2,566,799.85	0.00	0.00	0.00	2,566,799.85
Total Current Assets	2,566,799.85	0.00	0.00	0.00	2,566,799.85
Other Assets					
Investments - Interest Account	0.00	2.36	0.00	0.00	2.36
Investments - Reserve Fund	0.00	123,727.50	0.00	0.00	123,727.50
Investments - Revenue Account	0.00	203,454.52	0.00	0.00	203,454.52
Investments - Prepayment Fund	0.00	0.00	0.00	0.00	0.00
Investments - Redemption Account	0.00	2,567.90	0.00	0.00	2,567.90
Investments - Principal	0.00	0.27	0.00	0.00	0.27
Accounts Receivable	1,200.00	0.00	0.00	0.00	1,200.00
A/R Non Ad Valorem Receipts	0.00	4,033.65	0.00	0.00	4,033.65
Land & Land Improvements	0.00	0.00	6,327,392.00	0.00	6,327,392.00
2010 Project Improvements	0.00	0.00	1,746,100.00	0.00	1,746,100.00
2014 Improvements	0.00	0.00	66,674.00	0.00	66,674.00
Infrastructure	0.00	0.00	3,123,376.00	0.00	3,123,376.00
Equipment	0.00	0.00	30,534.00	0.00	30,534.00
Depreciation - Infrastructure	0.00	0.00	-2,918,969.00	0.00	-2,918,969.00
Depreciation - Equipment	0.00	0.00	-30,534.00	0.00	-30,534.00
Amount Available In DSF (2010)	0.00	0.00	0.00	333,786.20	333,786.20
Amount To Be Provided	0.00	0.00	0.00	711,213.80	711,213.80
Total Other Assets	1,200.00	333,786.20	8,344,573.00	1,045,000.00	9,724,559.20
TOTAL ASSETS	2,567,999.85	333,786.20	8,344,573.00	1,045,000.00	12,291,359.05
LIABILITIES & EQUITY					
Liabilities					
Current Liabilities					
Accrued Expense Sundry	0.00	0.00	0.00	0.00	0.00
Maintenance Projects Reserves	621,000.00	0.00	0.00	0.00	621,000.00
Accounts Payable	91,284.21	0.00	0.00	0.00	91,284.21
Total Current Liabilities	712,284.21	0.00	0.00	0.00	712,284.21
Long Term Liabilities					
Special Assessment Debt (2008)	0.00	0.00	0.00	0.00	0.00
Special Assessment Debt (2010)	0.00	0.00	0.00	1,045,000.00	1,045,000.00
Total Long Term Liabilities	0.00	0.00	0.00	1,045,000.00	1,045,000.00
Total Liabilities	712,284.21	0.00	0.00	1,045,000.00	1,757,284.21
Equity					
Retained Earnings	1,135,075.31	240,067.30	-2,949,503.00	0.00	-1,574,360.39
Net Income	720,640.33	93,718.90	0.00	0.00	814,359.23
Current Year Depreciation	0.00	0.00	0.00	0.00	0.00
Investment In Gen Fixed Assets	0.00	0.00	11,294,076.00	0.00	11,294,076.00
Total Equity	1,855,715.64	333,786.20	8,344,573.00	0.00	10,534,074.84
TOTAL LIABILITIES & EQUITY	2,567,999.85	333,786.20	8,344,573.00	1,045,000.00	12,291,359.05

Walnut Creek CDD
Debt Service (Series 2010) Profit & Loss Report April 2023

	Annual Budget 10/1/22 - 9/30/23	Actual Apr-23	Year To Date Actual 10/1/22 - 4/30/23
Revenues			
Interest Income	25	945	3,901
NAV Tax Collection	122,214	4,034	119,874
Bond Prepayments	0	0	0
Total Revenues	\$ 122,239	\$ 4,979	\$ 123,775
Expenditures			
Principal Payments	50,000	0	0
Additional Principal Payments	12,819	0	0
Interest Payments	59,420	0	30,056
Total Expenditures	\$ 122,239	\$ -	\$ 30,056
Excess/ (Shortfall)	\$ -	\$ 4,979	\$ 93,719

**WALNUT CREEK CDD
TAX COLLECTIONS
2022 - 2023**

#	ID#	Payment From	DATE	FOR	Tax Collect Receipts Gross	Interest Received	Commission Paid	Discount	Net From Tax Collector	Admin Assessment Income (Before Discounts & Fees)	Maintenance Assessment Income (Before Discounts & Fees)	Series 2010 Debt Assessment Income (Before Discounts & Fees)	Admin Assessment Income (After Discounts & Fees)	Maintenance Assessment Income (After Discounts & Fees)	Series 2010 Debt Assessment Income (After Discounts & Fees)	Series 2010 Debt Assessment Paid to Trustee
									\$1,409,014	\$178,871	\$1,100,128	\$130,015	\$178,871	\$1,100,128	\$130,015	
									\$1,324,473	\$168,139	\$1,034,120	\$122,214	\$168,139	\$1,034,120	\$122,214	\$122,214
1	1	Broward Cty Tax Collector	11/25/22	NAV Taxes	\$ 190,652.40		\$ (3,658.20)	\$ (7,742.28)	\$ 179,251.92	\$ 24,193.75	\$ 148,861.40	\$ 17,597.25	\$ 22,746.97	\$ 139,959.95	\$ 16,545.00	\$ 16,545.00
2	2	Broward Cty Tax Collector	12/12/22	NAV Taxes	\$ 985,791.56		\$ (18,927.20)	\$ (39,432.16)	\$ 927,432.20	\$ 125,096.91	\$ 769,706.05	\$ 90,988.60	\$ 117,691.00	\$ 724,139.10	\$ 85,602.10	\$ 85,602.10
3	3	Broward Cty Tax Collector	12/19/22	NAV Taxes	\$ 90,580.82		\$ (1,741.82)	\$ (3,489.20)	\$ 85,349.80	\$ 11,494.67	\$ 70,725.50	\$ 8,360.65	\$ 10,830.80	\$ 66,641.15	\$ 7,877.85	\$ 7,877.85
4	4	Broward Cty Tax Collector	12/28/22	NAV Taxes	\$ 19,334.43		\$ (374.46)	\$ (611.54)	\$ 18,348.43	\$ 2,453.53	\$ 15,096.30	\$ 1,784.60	\$ 2,328.38	\$ 14,326.45	\$ 1,693.60	\$ 1,693.60
5	5	Broward Cty Tax Collector	01/13/23	NAV Taxes	\$ 16,587.99		\$ (321.50)	\$ (513.40)	\$ 15,753.09	\$ 2,104.99	\$ 12,951.90	\$ 1,531.10	\$ 1,998.94	\$ 12,300.05	\$ 1,454.10	\$ 1,454.10
6	Int - 1	Broward Cty Tax Collector	01/26/23	Interest		\$ 618.79			\$ 618.79	\$ 618.79			\$ 618.79			\$ -
7	6	Broward Cty Tax Collector	02/15/23	NAV Taxes	\$ 16,548.09		\$ (324.96)	\$ (299.25)	\$ 15,923.88	\$ 2,099.94	\$ 12,920.75	\$ 1,527.40	\$ 2,020.68	\$ 12,433.35	\$ 1,469.85	\$ 1,469.85
8	7	Broward Cty Tax Collector	03/15/23	NAV Taxes	\$ 13,400.40		\$ (264.87)	\$ (157.50)	\$ 12,978.03	\$ 1,700.45	\$ 10,463.05	\$ 1,236.90	\$ 1,646.83	\$ 10,133.25	\$ 1,197.95	\$ 1,197.95
9	8	Broward Cty Tax Collector	04/14/23	NAV Taxes	\$ 44,592.71		\$ (891.85)		\$ 43,700.86	\$ 5,658.76	\$ 34,818.00	\$ 4,115.95	\$ 5,545.56	\$ 34,121.65	\$ 4,033.65	\$ 4,033.65
10	Int - 2	Broward Cty Tax Collector	04/25/23	Interest		\$ 658.35			\$ 658.35	\$ 658.35			\$ 658.35			\$ -
11									\$ -							\$ -
12									\$ -							\$ -
13									\$ -							\$ -
14									\$ -							\$ -
15									\$ -							
16									\$ -							
17									\$ -							
18									\$ -							
					\$1,377,488.40	\$ 1,277.14	\$ (26,504.86)	\$ (52,245.33)	\$ 1,300,015.35	\$ 176,080.14	\$1,075,542.95	\$ 127,142.45	\$ 166,086.30	\$ 1,014,054.95	\$ 119,874.10	\$ 119,874.10

22/23 Assessment Roll:
\$1,409,023.42

Note: \$1,409,014, \$178,871, \$1,100,128 and \$130,015 are 2022/2023 budgeted assessments before discounts and fees.
\$1,324,473, \$168,139, \$1,034,120 and \$122,214 are 2022/2023 budgeted assessments after discounts and fees.

\$ 1,377,488.40	
\$ 1,277.14	\$ 1,300,015.35
\$ (176,080.14)	\$ (166,086.30)
\$ (1,075,542.95)	\$ (1,014,054.95)
\$ -	\$ -
\$ (127,142.45)	\$ (119,874.10)
\$ (0.00)	\$ 0.00

STORMWATER PONDS BANK REPAIR AGREEMENT

THIS AGREEMENT, made and entered on this 19 day of Dec., 2017, by and between **Walnut Creek Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Pembroke Pines, Broward County, Florida (hereinafter referred to as "Owner" or "District"), and with offices at 2501A Burns Road, Palm Beach Gardens, Florida 33410 and **American Shoreline Restoration, Inc.**, a Florida corporation, having its principal office located at 4521 PGA Blvd., Suite 134, Palm Beach Gardens, Florida 33418 (hereinafter called "Contractor").

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, Contractor represents that it possesses the experience, qualifications, equipment, skill, labor, licenses and product necessary for the successful accomplishment of repairing stormwater ponds (the "Work", as more fully described within this Agreement and specifications set forth in the bid documents attached hereto), for which provision herein is made; and

WHEREAS, the Board of Supervisors of the District has authorized the proper District officials to enter into this Agreement with Contractor authorizing the Stormwater Ponds Bank Repairs and related work as provided in the bid documents, more specifically shown on the in the technical specifications and plans prepared by Johnson Engineering, Inc. and subsequently transferred to Craig A. Smith & Associates, Inc. (the "Engineer"); and

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

SECTION 1. RECITALS.

The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibits, into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK

- A. Contractor shall perform, in accordance with the terms and conditions of this Agreement, all Work required for the Stormwater Ponds Bank Repairs and related work. Except as otherwise specified herein, Contractor shall furnish any and all labor, materials, tools, machinery, equipment, appliances, shoring, and transportation; pay any and all sales, use or excise taxes, as may be applicable; and provide all other facilities which may be necessary for the successful accomplishment of the Work.
- B. The Work shall be performed in accordance with the following, which is attached hereto and made a part hereto as Exhibit A, in globo:

1. CONSTRUCTION BID DOCUMENTS dated August, 2016 are comprised of the following:
 - I. "INSTRUCTIONS TO BIDDERS" (Pages IB-1 – IB-4); and
 - II. "PROPOSAL DOCUMENTS" (Pages P-1 – P-4); and
 - III. "GENERAL CONDITIONS" (Pages GC-1 – GC-22); and
 - IV. "SPECIAL CONDITIONS" (Pages SC-1 – SC-4); and
 - V. "TECHNICAL SPECIFICATIONS" (Pages TS-1 – TS-8).
2. "DRAWINGS", prepared by Johnson Engineering, Inc.; and
3. All other documents required by or referred to in the aforementioned "GENERAL CONDITIONS".

C. Contractor shall be held responsible for the care, protection and condition of all Work until final completion and acceptance thereof, and will be required to make good at Contractor's own cost any damage or injury to Owner or private property or any person arising out of or in any way connected to Contractor's negligence, acts or omissions or the negligence, acts or omissions of its subcontractors or suppliers.

SECTION 3. COMPENSATION.

A. Owner agrees to compensate the Contractor in accordance with the terms and conditions set forth in this Agreement and Exhibits, a total amount not to exceed **FIVE HUNDRED NINETY-FOUR THOUSAND SIX HUNDRED AND 00/100 (\$594,600.00) DOLLARS**, in accordance with the following payment schedule:

1. **\$237,840.00** deposit upon the execution of the Agreement; and
2. **\$5,946.00** per month for a maximum of sixty (60) months until full payment of \$356,760 remaining due under the Agreement (this amount may be paid off earlier than 60 months set forth herein).

It is further understood that Owner shall be responsible, at cost, for the cost of any permit fees required by the City of Pembroke Pines, Broward County, South Florida Water Management District, or other governing entity or agency having jurisdiction thereof.

B. Monthly payments in the amount of \$5,946.00 shall begin upon the commencement of the Work by the Contractor. The Contractor shall obtain certification from the Engineer that the Work has commenced. Upon certification of the Engineer that Work has commenced, the District shall make the first \$5,946.00 monthly payment within ten (10) days. All Work being done and paid for by the District to the Contractor shall include a fully and completely itemized list as to all labor and material furnished and services rendered (the "List"). The List shall be accompanied by evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the Work have been paid, which evidence said Engineer may require to be such as is required in order

to enable Owner to continue to make payments to Contractor without further liability or possibility of valid lien under the Laws of the State as to the Work. The Engineer will promptly review the List and the accompanying documents provided by the Contractor and accompanying affidavit(s) which may be submitted to him, process the same, advise the Owner of the Work completed, all within five (5) days after receipt by the Engineer of the list.

C. Owner may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on the account of:

1. Defective Work not remedied.
2. Claims filed or unreasonable evidence indicating the probable filing of claims by other parties against the Contractor.
3. Failure of the Contractor to make payment to subcontractors or suppliers for materials or labor.
4. Damage to the Owner not remedied.
5. Reasonable evidence that the Work cannot be completed for the unpaid balance of the time for completion.
6. Reasonable evidence that the Work will not be completed within the time for completion.
7. Persistent failure to carry out the Work in accordance with this Agreement.

D. Final payment, constituting the unpaid balance of the total Agreement amount as set forth herein, shall be paid by the Owner to the Contractor when all outstanding Work has been completed and all controversy regarding the preceding, if any, has been settled to the Owner's satisfaction.

E. Contractor shall be required to furnish Performance and Payment Bonds for the full amount of the Compensation set forth above for the faithful performance of the Agreement and the payment to every person entitled thereto of all claims for labor performed, and materials furnished or in or about under this Agreement to be used or consumed in the Work and as set forth in the Construction Bid Documents.

SECTION 4. TERM.

This Agreement shall commence upon signature, and shall continue until the scope of the Work as described in this Agreement, including all Exhibits, is completed. The Work shall be completed in an expeditious and regular manner, without interruption, to limit inconvenience to the residents of the District and the general public utilizing the District's facilities and improvements. The Work shall be substantially completed by Contractor within three hundred and sixty-five (365) days after the issuance of a Notice to Proceed by Engineer. "Substantially completed" shall mean that geo-tube, coconut mat and sod have been fully installed throughout all lake banks in accordance with the Agreement.

SECTION 5. . REMEDY FOR DELAY.

A. In the event of any delay in the Work caused by any act or omission of the District, its agents or employees, by delays in the permitting/approval of the Work, by the act or omission of any other party other than the Contractor, its agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to Contractor shall be by extension of the time allocated to complete the Project.

B. NO MONETARY DAMAGES SHALL BE CLAIMED BY OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY SUCH DELAY(s) IN THE PROJECT.

C. Failure on the part of Contractor to timely process a request for an extension of time to complete the Work shall constitute a waiver by Contractor and Contractor shall be held responsible for completing the Work within the time allocated by this Agreement.

D. All requests for extension of time to complete the Work shall be made in writing to the Owner.

E. The Contractor shall pay the sum of Two Hundred and Fifty Dollars (\$250.00) per day for each and every calendar day of delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Project. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the District, estimated at or before the time of executing this Agreement. When the District reasonably believes that Substantial Completion will be delayed, the District shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the District to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the District has withheld payment, the District shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

SECTION 6. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Contract shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment

relationship between the Contractor and the District and the District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premium.

SECTION 7. INDEMNIFICATION.

A. Contractor shall indemnify, defend, and save harmless District, its agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the Contractor, its agents, servants or employees arising from this contract or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the contract sum payable by the District to the Contractor, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph. The indemnification required pursuant to the Agreement shall in no event be less than \$1 million per occurrence or no more than the limits of insurance required of the Contractor by the Agreement, whichever is greater. It is the District's and Contractor's full intention that this provision shall be enforceable and said provision shall be in compliance with Section 725.06, Florida Statutes.

B. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 13 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

C. The obligation of the Contractor to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Contractor.

D. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes.

SECTION 8. ENFORCEMENT.

A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 9. RECOVERY OF COSTS AND FEES.

In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

SECTION 10. PUBLIC RECORDS.

A. Contractor 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. Upon the request of the District's custodian of public records, provide the District 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 Contractor 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 Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor 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 Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

SPECIAL DISTRICT SERVICES, INC.

2501A BURNS ROAD

PALM BACH GARDENS, FLORIDA 33410

TELEPHONE: 877-737-4922

EMAIL: FWARE@SDSINC.ORG

SECTION 11. CANCELLATION.

The District shall also have the right to cancel this Agreement for convenience at any time and has the right to cancel after seven (7) days written notice to Contractor for Contractor's failure to perform in accordance with the terms of this Agreement and Contractor's failure to cure the non-compliance.

SECTION 12. WARRANTY.

The Contractor fully warrants its installation work as well as the materials utilized for the Project for a period of ten (10) years after final acceptance by the District, which warranty protects against slippage and product defects to geo-tubes, but which warranty excludes damages directly attributable to natural disasters, acts of God, or damage caused by other persons. The Contractor shall provide all labor, equipment, and materials necessary to remedy any such defect(s). Any defects noted within this time period shall be timely corrected by Contractor at Contractor's expense. Contractor shall make the necessary corrections within forty-five (45) days of receipt of the written notice from District.

SECTION 13. INSURANCE.

The Contractor, and any subcontractors, shall, during the continuance of the Work under the Contract, including Extra Work in connection therewith, take out, pay for, and maintain, the following insurance:

- A. Workmen's Compensation and Employer's Liability Insurance in the Contractor's name with limits of liability under the Employer's Liability portion of not less than \$100,000, containing a waiver of subrogation in favor of the Agent executed by the insurance company.
- B. Public Liability Insurance including Contractor's Protective Liability in Contractor's name, with bodily injury limits of not less than \$1,000,000 per person, and \$2,000,000 per accident and property damage limits of not less than \$2,000,000.
- C. Contractual Liability Insurance in Contractor's name specifically endorsed to cover the indemnity agreement in Section 3.39. Limits of liability shall not be less than \$2,000,000 per person, \$2,000,000 per accident for bodily injury and \$2,000,000 for property damage.
- D. Automobile Liability Insurance with an Employer's Non-Ownership Liability Endorsement in the Contractor's name. Limits of liability shall not be less than

\$1,000,000 per person and \$2,000,000 per accident for bodily injury and \$500,000 for property damage.

- E. Umbrella Liability Insurance in Contractor's name will be maintained as part of the liability insurance of the Contractor and, such policy shall be excess of the Employer's Liability, Contractual Liability and Automobile Liability coverages required herein and shall include all coverages on a "following form" basis. The policy shall contain wording to the effect that, in the event of the exhaustion of any underlying limit due to the payment of claims, the Umbrella policy will "drop down" to apply as primary insurance. Limits of Umbrella liability shall not be less than \$2,000,000 per person, \$2,000,000 per accident for bodily injury and \$2,000,000 for property damage.

All of the above insurance should be covered by the same insurance company and said company shall be authorized to do business under the laws of this State.

Certificates evidencing such insurance shall be filed with the District before Work is started. No change or cancellation in insurance shall be made without ten (10) days written notice to the District and the certificates shall so provide. The Contractor shall not commence Work under this Contract until he has obtained all insurance required under the paragraph and such insurance has been approved by the District, nor shall the Contractor allow any subcontractor to commence Work on the subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

The Contractor shall require subcontractors, if any, not protected under the Contractor's insurance policies to take out and maintain insurance as above stated.

Compliance by the Contractor with the foregoing requirements as to carrying insurance and furnishing certificates and approval of such certificates, insurance, riders and endorsements by the District shall not relieve the Contractor of his liability and obligations under all the provisions of the Agreement.

The District shall be named as the Insurance Certificate Holder and shall be an additional named insured on all policies of liability insurance.

SECITON 14. CHANGES IN WORK.

A. District, without invalidating the Agreement, may order extra work or make changes by altering, adding to or deducting from the work, the Agreement sum being adjusted accordingly. All such work shall be executed under the conditions of the original Agreement. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

B. All change orders and adjustments shall be in writing and approved in advance, prior to work commencing, by the District, otherwise, no claim for extras will be allowed.

C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills. No claim for extra work shall be allowed unless same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is complete.

SECTION 15. NOTICES.

Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be by U.S. certified mail, return receipt requested, or by any of the following overnight couriers: UPS, Airborne, FEDEX, and addressed as follows:

OWNER/DISTRICT: **Walnut Creek Community Development District**
2401A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager

With copy to: **District Counsel**
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attention: Dennis Lyles, Esq.

CONTRACTOR: **American Shoreline Restoration, Inc.**
4521 PGA Blvd., Suite 134
Palm Beach Gardens, Florida 33418
Attention: William Anderson

SECTION 16. INTERPRETATION OF AGREEMENT; AMBIGUITIES.

It is expressly agreed that, under no circumstances, conditions or situations, shall this Agreement be more strongly construed against the District than against the Contractor. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

SECTION 17. ENTIRE AGREEMENT.

This instrument with all exhibits attached shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 18. AMENDMENT.

Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

SECTION 19. ASSIGNMENT.

Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 20. APPLICABLE LAW.

This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

SECTION 21. WAIVER OF JURY TRIAL.

District and Contractor hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have o a trial by jury in respect to any action, proceeding, lawsuit, or counterclaim based upon this Agreement, arising out of, or in connection with the work, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

SECTION 22. CONFLICTS.

In the event of a conflict between any provision of this main Agreement instrument and the terms and conditions of Exhibits, then this main Agreement instrument shall control.

SECTION 23. VENUE.

In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Broward County, Florida.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the said parties have hereto caused their names to be affixed as of the day and year first set forth above.

IN THE PRESENCE OF:

WITNESSES

Carlos Prince
Edward Banks

CONTRACTOR:

AMERICAN SHORELINE RESTORATION,
INC.

William Anderson
By: WILLIAM ANDERSON
Title: PRESIDENT

13th day of DECEMBER, 2017

OWNER/DISTRICT:

WALNUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

See Attached

ATTEST:

Secretary/Assistant Secretary

By: _____
Chairperson

____ day of _____, 2017

IN WITNESS WHEREOF, the said parties have hereto caused their names to be affixed as of the day and year first set forth above.

IN THE PRESENCE OF:

WITNESSES

CONTRACTOR:

**AMERICAN SHORELINE RESTORATION,
INC.**

See Attached

By: _____
Title: _____

____ day of _____, 2017

OWNER/DISTRICT:

**WALNUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

[Signature]

Secretary/Assistant Secretary

By: _____

Chairperson

5 day of DEC, 2017

EXHIBIT "A"

CONSTRUCTION BID DOCUMENTS

FOR

STORMWATER PONDS BANK REPAIRS

August 2016

PREPARED FOR:

WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT

PREPARED BY:

JOHNSON ENGINEERING, INC.
6941 SW 196th Avenue, Suite 32
Pembroke Pines, Florida 33332

20139298-001

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DRAFT AGREEMENT

STORMWATER PONDS BANK REPAIRS

THIS AGREEMENT, made and entered on this _____ day of _____, 2016, by and between **Walnut Creek Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Coral Springs, Broward County, Florida (hereinafter referred to as “Owner” or “District”), and with offices at 2501A Burns Road, Palm Beach Gardens, Florida 33410 and _____, a _____, having its principal office located at _____ (hereinafter called “Contractor”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, Contractor represents that it possesses the experience, qualifications, equipment, skill, labor, licenses and product necessary for the successful accomplishment of repairing stormwater ponds (the “Work”, as more fully described within this Agreement and specifications set forth in the bid documents attached hereto), for which provision herein is made; and

WHEREAS, the Board of Supervisors of the District has authorized the proper District officials to enter into this Agreement with Contractor authorizing the Stormwater Ponds Bank Repairs and related work as provided in the bid documents, more specifically shown on the in the technical specifications and plans prepared by Johnson Engineering, Inc.; and

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

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibits, into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK

- A. Contractor shall perform, in accordance with the terms and conditions of this Agreement, all Work required for the Stormwater Ponds Bank Repairs and related work. Except as otherwise specified herein, Contractor shall furnish any and all labor, materials, tools, machinery, equipment, appliances, shoring, and transportation; pay any and all sales, use or excise taxes, as may be applicable; and provide all other facilities which may be necessary for the successful accomplishment of the Work.
- B. The Work shall be performed in accordance with the following, which is attached hereto and made a part hereto as Exhibit A, in globo:
1. CONSTRUCTION BID DOCUMENTS dated August__ 2016 are comprised of the following:
 - I. "INSTRUCTIONS TO BIDDERS" (Pages IB-1 – IB-4); and
 - II. "PROPOSAL DOCUMENTS" (Pages P-1 – P-4); and
 - III. "GENERAL CONDITIONS" (Pages GC-1 – GC-22); and
 - IV. "SPECIAL CONDITIONS" (Pages SC-1 – SC-4); and
 - V. "TECHNICALSPECIFICATIONS (Pages TS-1 – TS-8).
 2. "DRAWINGS", prepared by Johnson Engineering, Inc.; and
 3. All other documents required by or referred to in the aforementioned "GENERAL CONDITIONS".

C. Contractor shall be held responsible for the care, protection and condition of all Work until final completion and acceptance thereof, and will be required to make good at Contractor's own cost any damage or injury to Owner or private property or any person arising out of or in any way connected to Contractor's negligence, acts or omissions or the negligence, acts or omissions of its subcontractors or suppliers.

SECTION 3. COMPENSATION.

- A. Owner agrees to compensate the Contractor in accordance with the terms and conditions set forth in this Agreement and Exhibits, a total amount not to exceed _____ DOLLARS. It is further understood that Owner shall be responsible, at cost, for the cost of any permit fees required by the City of Pembroke Pines, Broward County, South Florida Water Management District, or other governing entity or agency having jurisdiction thereof.
- B. Requests for payment will be submitted by the Contractor to the Engineer on a monthly basis on or about the 25th day of each month. All said requests shall be fully and completely itemized as to all labor and material furnished and services rendered. All said requests shall be accompanied by evidence satisfactory to the Engineer that all payrolls,

material bills, and other indebtedness connected with the Work have been paid, which evidence said Engineer may require to be such as is required in order to enable Owner to make payment to Contractor without further liability or possibility of valid lien under the Laws of the State as to the Work for which requests for payment are submitted. The Engineer will promptly review the request for payment and accompanying affidavit which may be submitted to him, process the same, advise the Owner of the amount due, all within five (5) days after receipt by the Engineer of said requests for payment. Thereafter, Owner shall forward to Contractor, within sixty (60) days, its remittance made payable for the amount for which it may be billed (less the sums to be retained as provided in said Contract Documents).

C. Owner may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on the account of:

1. Defective Work not remedied.
2. Claims filed or unreasonable evidence indicating the probable filing of claims by other parties against the Contractor.
3. Failure of the contractor to make payment of subcontractors or suppliers for materials or labor.
4. Damage to the Owner not remedied.
5. Reasonable evidence that the Work cannot be completed for the unpaid balance of the time for completion.
6. Reasonable evidence that the Work will not be completed within the time for completion.
7. Persistent failure to carry out the Work in accordance with this Agreement.

D. Final payment, constituting the unpaid balance of the total Agreement amount as set forth herein, shall be paid by the Owner to the Contractor when all outstanding Work has been completed and all controversy regarding the preceding, if any, has been settled to the Owner's satisfaction.

SECTION 4. TERM.

This Agreement shall commence upon signature, and shall continue until the scope of the Work as described in this Agreement, including all Exhibits, is completed. The Work shall be completed in an expeditious and regular manner, without interruption, to limit inconvenience to the residents of the District and the general public utilizing the District's facilities and improvements. The Work shall be substantially completed by Contractor within _____ days after the issuance of a Notice to Proceed by District Engineer. "Substantially completed" shall mean that geo-tube, coconut mat and sod have been fully installed throughout all lake banks in accordance with the Agreement.

SECTION 5. . REMEDY FOR DELAY.

A. In the event of any delay in the Work caused by any act or omission of the District, its agents or employees, by delays in the permitting/approval of the Work, by the act or omission

of any other party other than the Contractor, its agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to Contractor shall be by extension of the time allocated to complete the Project.

B. NO MONETARY DAMAGES SHALL BE CLAIMED BY OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY SUCH DELAY(s) IN THE PROJECT.

C. Failure on the part of Contractor to timely process a request for an extension of time to complete the work shall constitute a waiver by Contractor and Contractor shall be held responsible for completing the Work within the time allocated by this Agreement.

D. All requests for extension of time to complete the Work shall be made in writing to the Owner.

E. The Contractor shall pay the sum of Two Hundred and Fifty Dollars (\$250.00) per day for each and every calendar day of delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Project. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the District, estimated at or before the time of executing this Agreement. When the District reasonably believes that Substantial Completion will be delayed, the District shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the District to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the District has withheld payment, the District shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

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SECTION 7. INDEMNIFICATION.

A. Contractor shall indemnify, defend, and save harmless District, its agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the Contractor, its agents, servants or employees arising from this contract or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the contract sum payable by the District to the Contractor, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph. The indemnification required pursuant to the Agreement shall in no event be less than \$1 million per occurrence or no more than the limits of insurance required of the Contractor by the Agreement, whichever is greater. It is the District's and Contractor's full intention that this provision shall be enforceable and said provision shall be in compliance with Section 725.06, Florida Statutes.

B. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 13 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

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SECTION 10. PUBLIC RECORDS.

A. Contractor 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. Upon the request of the District's custodian of public records, provide the District 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 Contractor 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 Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor 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 Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

SPECIAL DISTRICT SERVICES, INC.

2501A BURNS ROAD

PALM BACH GARDENS, FLORIDA 33410

TELEPHONE: 786-347-2711

EMAIL: GPerez@SDSINC.ORG

SECTION 11. CANCELLATION. The District shall also have the right to cancel this Agreement for convenience at any time and has the right to cancel after seven (7) days written notice to Contractor for Contractor's failure to perform in accordance with the terms of this Agreement and Contractor's failure to cure the non-compliance.

SECTION 12. WARRANTY. The Contractor fully warrants its installation work as well as the materials utilized for the Project for a period of ten (10) years after final acceptance by the District, which warranty protects against slippage and product defects to geo-tubes, but which warranty excludes damages directly attributable to natural disasters, acts of God, or damage caused by other persons. The Contractor shall provide all labor, equipment, and materials necessary to remedy any such defect(s). Any defects noted within this time period shall be timely corrected by Contractor at Contractor's expense. Contractor shall make the necessary corrections within forty-five (45) days of receipt of the written notice from District.

SECTION 13. INSURANCE.

The Contractor, and any subcontractors, shall, during the continuance of the Work under the Contract, including Extra Work in connection therewith, take out, pay for, and maintain, the following insurance:

- A. Workmen's Compensation and Employer's Liability Insurance in the Contractor's name with limits of liability under the Employer's Liability portion of not less than \$100,000, containing a waiver of subrogation in favor of the Agent executed by the insurance company.
- B. Public Liability Insurance including Contractor's Protective Liability in Contractor's name, with bodily injury limits of not less than \$1,000,000 per person, and \$2,000,000 per accident and property damage limits of not less than \$2,000,000.
- C. Contractual Liability Insurance in Contractor's name specifically endorsed to cover the indemnity agreement in Section 3.39. Limits of liability shall not be less than \$2,000,000 per person, \$2,000,000 per accident for bodily injury and \$2,000,000 for property damage.
- D. Automobile Liability Insurance with an Employer's Non-Ownership Liability Endorsement in the Contractor's name. Limits of liability shall not be less than \$1,000,000 per person and \$2,000,000 per accident for bodily injury and \$500,000 for property damage.
- E. Umbrella Liability Insurance in Contractor's name will be maintained as part of the liability insurance of the Contractor and, such policy shall be excess of the Employer's Liability, Contractual Liability and Automobile Liability coverages required herein and shall include all coverages on a "following form" basis. The policy shall contain wording to the effect that, in the event of the exhaustion of any underlying limit due to the payment of claims, the Umbrella policy will "drop

down” to apply as primary insurance. Limits of Umbrella liability shall not be less than \$2,000,000 per person, \$2,000,000 per accident for bodily injury and \$2,000,000 for property damage.

All of the above insurance should be covered by the same insurance company and said company shall be authorized to do business under the laws of this State.

Certificates evidencing such insurance shall be filed with the District before Work is started. No change or cancellation in insurance shall be made without ten (10) days written notice to the District and the certificates shall so provide. The Contractor shall not commence Work under this Contract until he has obtained all insurance required under the paragraph and such insurance has been approved by the District, nor shall the Contractor allow any subcontractor to commence Work on the subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

The Contractor shall require subcontractors, if any, not protected under the Contractor’s insurance policies to take out and maintain insurance as above stated.

Compliance by the Contractor with the foregoing requirements as to carrying insurance and furnishing certificates and approval of such certificates, insurance, riders and endorsements by the District shall not relieve the Contractor of his liability and obligations under all the provisions of the Agreement.

The District shall be named as the Insurance Certificate Holder and shall be an additional named insured on all policies of liability insurance.

SECITON 14. CHANGES IN WORK.

A. District, without invalidating the Agreement, may order extra work or make changes by altering, adding to or deducting from the work, the Agreement sum being adjusted accordingly. All such work shall be executed under the conditions of the original Agreement. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

B. All change orders and adjustments shall be in writing and approved in advance, prior to work commencing, by the District, otherwise, no claim for extras will be allowed.

C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills. No claim for extra work shall be allowed unless same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is complete.

SECTION 15. NOTICES.

Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be by U.S. certified mail, return receipt requested, or by any of the following overnight couriers: UPS, Airborne, FEDEX, and addressed as follows:

OWNER/DISTRICT: **Walnut Creek Community Development District**
2401A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager

With copy to: **District Counsel**
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attention: Dennis Lyles, Esq.

CONTRACTOR: _____

SECTION 16. INTERPRETATION OF AGREEMENT; AMBIGUITIES. It is expressly agreed that, under no circumstances, conditions or situations, shall this Agreement be more strongly construed against the District than against the Contractor. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

SECTION 17. ENTIRE AGREEMENT. This instrument with all exhibits attached shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 18. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

SECTION 19. ASSIGNMENT. Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 20. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

SECTION 21. WAIVER OF JURY TRIAL. District and Contractor hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit, or counterclaim based upon this Agreement, arising out of, or in connection with the work, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

SECTION 22. CONFLICTS. In the event of a conflict between any provision of this main Agreement instrument and the terms and conditions of Exhibits, then this main Agreement instrument shall control.

SECTION 23. VENUE. In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Broward County, Florida.

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IN WITNESS WHEREOF, the said parties have hereto caused their names to be affixed as of the day and year first set forth above.

IN THE PRESENCE OF:

CONTRACTOR:

WITNESSES

By: _____

Title: _____

_____ day of _____, 2016

OWNER/DISTRICT:

**WALNUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

By: _____
Chairperson/Vice=Chairperson

Secretary/Assistant Secretary

_____ day of _____, 2016

NOTICE TO CONTRACTORS
INVITATION TO BID

STORMWATER PONDS BANK REPAIRS
for
WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
BROWARD COUNTY, FLORIDA

Sealed bids will be accepted at the office of Johnson Engineering, Inc., 6941 SW 196th Avenue, Suite 32, Pembroke Pines, Florida 33332 no later than September 8th, 2016 at 2:00 o'clock p.m. for the project described below. The bids will be opened shortly thereafter for analysis by the District Engineer and the lowest responsive and responsible bidder will be announced at the next regular scheduled meeting of the Board of Supervisors of Walnut Creek Community Development District.

- 1) The Project consists of the restoration for ten (10) stormwater pond banks.
- 2) The Project shall be bid with the following components: Bank restoration with littoral plantings.
- 3) The site is located within the Walnut Creek Community Development District, at NW 76th Ave. and Taft Street, Pembroke Pines, Florida.
- 4) The project shall be awarded to a single bidder.

Bidders may obtain complete information and Bidding Documents from Johnson Engineering, Inc., beginning on August 8th, 2016, by telephoning 863-612-0594 between 8:00 a.m. to 5:00 p.m. The complete bid package will be sent electronically upon request by emailing atilton@johnsoneng.com or ckeen@johnsoneng.com . The information package also includes eligibility requirements and factors that will be considered in determining the lowest responsive and responsible bid. The bidders will demonstrate capability for providing Payment and Performance bonding for the full price of the projects.

A mandatory pre-bid conference and site visit will be conducted for the benefit of the bidders. It will be held on August 15th, 2016 at 10:00 a.m. at the Walnut Creek Clubhouse (Parking Lot) located at 7500 NW 20th Street Pembroke Pines, FL 33024.

The Owner reserves the right to reject all bids with or without cause, to waive technical errors and informalities, and to accept the bid which best serves the interest of the Owner. The award of contract is subject to available funding for the Project.

Owner: Walnut Creek Community Development District
C/O Special District Services
Gloria Perez, District Manager
8785 SW 165th Avenue, Suite 200
Miami, Florida 33193
Phone: (877) 737-4922
Email: gperez@sdsinc.org

**WALNUT CREEK CDD
STORMWATER PONDS BANK REPAIRS
INSTRUCTIONS TO BIDDERS**

SECTION 1.00

1.01 PROJECT

The work officially known as Walnut Creek CDD Stormwater Ponds Bank Repairs consists of excavation, grading stormwater pond bank repairs as identified on the Plans, restoration of disturbed areas and miscellaneous work as required by these specifications.

1.02 OWNER

The Work will be performed for:

Walnut Creek Community Development District, a special purpose local government, located in Pembroke Pines, Florida, whose mailing address is c/o District manager, Gloria Perez, 8785 SW 165th Avenue, Suite 200 Miami, Florida 33193.

1.03 TIME TO COMPLETE PROJECT

The contract must be completed according to the schedule specified on the Proposal as supplemented by the schedules referred to in Section 3.38, General Conditions.

1.04 SUBMISSION OF PROPOSALS - See attached as P-1 through P-4.

1.05 CONTRACT DOCUMENTS

Bidders may obtain complete information and Bidding Documents from Johnson Engineering, Inc., beginning on August 8th, 2016, by telephoning 863-612-0594 between 8:00 a.m. to 5:00 p.m. The complete bid package will be sent electronically upon request by emailing atilton@johnsoneng.com or ckeen@johnsoneng.com.

1.06 REJECTION OF BIDS

The Owner reserves the right to reject any and all bids at any time and to re-bid.

1.07 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

Bidders and their subcontractors are required to examine carefully the site of the Work, the Proposal, Plans, Specifications, General and Special Conditions, Agreement, Bond, these instructions and any other Contract Documents for the work contemplated. The submission

of a Proposal shall be considered conclusive evidence the Bidder and its subcontractors have made such examination and are satisfied as to all the conditions, contingencies, provisions, and requirements of the Contract Documents. A mandatory pre-bid conference and site visit will be conducted for the benefit of bidders. It will be held on August 15, 2016 at 10:00 a.m.

1.08 INTERPRETATION OF CONTRACT DOCUMENTS

Should any questions arise concerning the true meaning of any part of the contract documents, Bidder may submit to the Owner a written request via email to atilton@johnsoneng.com for an interpretation thereof. An interpretation so requested will be made in the form of an addendum, and emailed to all bidders who may later receive Contract Documents. Any addenda issued during the time of the bidding shall be included with the proposal and will become part of the final contract.

1.09 PROPOSALS

Bidder must submit their proposal on the enclosed bid form, Section 2.00. Bidder shall specify unit prices for each of the separate items called for in the Proposal form. All writing shall be done in ink.

1.10 BIDDERS' QUALIFICATIONS

The Owner may require Bidders to submit a sworn questionnaire designed to aid the Owner in judging the reliability, competency, and general responsibility of each Bidder. This will include but not be limited to mandatory use of e-Verify.

1.11 INTERPRETATION OF ESTIMATES

The estimated quantities listed in the Proposal blanks, although stated with as much accuracy as is possible in advance, are given merely for the purpose of general information.

Though the proposal and subsequent Agreement are based on unit prices, Bidders must determine for themselves the scope of work that will be required, by such means as they may prefer, and shall assume all risks as to variations of the quantities of the different items of work actually performed under the Contract.

Bidders shall not at any time after the submission of their Proposal dispute or complain of the aforesaid schedule or quantities or assert that there was any misunderstanding in regard to the amount or character of the work to be done, and shall not make any claim for damages or loss of profits because of a difference between the quantities of work assumed for a comparison of bids and the quantities of work actually performed. The Owner reserves the right to change the scope of the Contract Work, thus changing quantities or omitting items, as specified herein.

1.12 SUBCONTRACTORS

The Contractor shall at the time of making his Proposal and as a part of his Proposal, submit a list of all the Subcontractors and equipment suppliers with whom it proposes to contract, and the class of work or equipment to be performed or furnished by each. Such list shall not be added to, nor altered without the written consent of the Owner. The Owner reserves the right to approve any and all Subcontractors, and no Subcontractor shall be allowed to do work unless listed in the Contractor's Proposal or subsequent written statement to the Owner.

The Contractor shall not under any circumstances be relieved of its liabilities and obligations. All transactions of the Owner shall be with the Contractor. Subcontractors shall be recognized only in such capacity.

1.13 WITHDRAWAL OF BIDS

Any Bidder may withdraw its bid at any time prior to the scheduled time for the receipt of bids.

1.14 AWARD OF CONTRACT

The Contract shall be deemed awarded when a written notice of award is delivered to the address of the Bidder given in the Proposal or when the Agreement is received by the Bidder for execution, whichever occurs first.

1.15 BONDS

The Owner will require Performance and Payment Bonds at the time of executing the Agreement. Performance and Payment Bonds shall not be purchased until the Owner specifically requests such bond from the successful bidder. All Bidders shall indicate the cost of the bonds where indicated on the Proposal form. The bonds, if required, will be in the amount of 100% of the Contract price and shall be issued by a Surety licensed to do business in the State of Florida and have at least an A rating with AMBest.

1.16 ALTERATION OF PLANS OR DETAILS OF WORK

The Owner reserves the right to make, at any time during the progress of the Work, such alterations in the plans or in the details of work as may be found necessary or desirable, to satisfactorily complete the Project. Such alterations shall not invalidate the Contract nor release the Surety, and the Contractor agrees to perform the work as altered at Contract Prices the same as if it had been a part of the original Contract except as otherwise herein provided.

Should the Contractor and the Owner, agree that such an alteration has materially increased or decreased the cost of performing the Work and that there should be an adjustment in the

Contract prices due to such alteration, the Owner may make such adjustment in the Contract price as may have been agreed upon. This agreement and adjustment will be documented by supplemental agreement prior to performance of the Work. Any agreement in the Contract price adjustment, as described above, will be as discussed in Section 3.11 of the General Conditions.

1.17 SUSPENSION OF WORK

It is expressly understood by all of the parties hereto that in the improbable event that the project should be suspended or abandoned before completion of the Work as outlined in these specifications that the Contractor shall be paid for the work completed at the time of suspension or abandonment on the basis of unit prices quoted in Section 2.01 with quantities to be determined by the Engineer.

**WALNUT CREEK CDD
STORMWATER PONDS BANK REPAIRS**

BID FORM

SECTION 2.00

PROPOSAL OF:

(Corporate Firm Name or Name Under Which Bidder Does Business)

FOR:

The Project is officially known as “Walnut Creek CDD Stormwater Ponds Bank Repairs” which consists of, grading, storm improvements, and miscellaneous work as required by these specifications.

TO: Gloria Perez, District Manager
Walnut Creek CDD
8785 SW 165th Avenue, Suite 200
Miami, Florida 33193

Ladies and Gentlemen:

We have examined the local conditions affecting the Work, all the Contract Documents on file, including the instructions to Bidders, this Proposal form, the General Conditions, Special Conditions, Agreement, Bond forms, and the Detailed Specifications, Plans and all addenda and exhibits for the above described Project, and also the site of the Work, and hereby propose and agree:

2.01 UNIT PRICE BID

To furnish all labor, material, tools, equipment, utility and transportation services, and insurance; pay any and all applicable sales, use, excise or similar tax; and provide everything necessary to perform and complete in a workmanlike manner the Walnut Creek CDD Storm Water Ponds Bank Repairs Project in accordance with the plans and specifications prepared by Johnson Engineering, Inc.

BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED COST
1	Mobilization / demobilization	1	LS		
2	NPDES Permit / Compliance	1	LS		
3	Turbidity Curtain	1	LS		
4	9" to 16"	9,588	LF		
5	Greater than 16"	7,540	LF		
6	Littoral plants	102,950	Ea		
7	SOD	15,000	SY		
8	BONDS (Bid, performance, and Payment)	1	LS		
TOTAL:					

The depths referenced in the bid schedule above are from the plans prepared by Johnson Engineering and labeled "Storm Water Ponds Banks Repairs for Walnut Creek CDD".

2.02 EXTRA WORK

To do any and all extra work, as defined in the General Conditions, which may be ordered by the Engineer and to accept as full compensation therefore such prices as are determined pursuant to the provisions of the General Conditions.

Alternates are items of work, which at the direction of the engineer may replace or be required to be performed. The selection of an alternate material or procedure is to be performed in the same workmanlike manner as the standard bid items. The contractor may be requested to provide a unit price to perform or provide an alternate item(s).

2.03 COMPLETION SCHEDULE

Award Contract _____, 2016

Commence Construction _____, 2016

Substantial Completion _____, 2016

Construction Completion _____, 2016

EXPERIENCE:

Provide three (3) references of previous experience for similar projects:

1. Name of Project: _____
Contact Person: _____
Contact Email: _____ Contact Phone: _____

2. Name of Project: _____
Contact Person: _____
Contact Email: _____ Contact Phone: _____

3. Name of Project: _____
Contact Person: _____
Contact Email: _____ Contact Phone: _____

WORKLOAD:

Provide a statement of your current work load conditions that will allow you to meet the time line you set forth in Section 2.03 Completion Schedule:

2.04 SUBCONTRACTOR LISTING

To employ the following listed Subcontractors for the following enumerated classes of work:

SUBCONTRACTOR	CLASS OF WORK

2.05 INCIDENTAL WORK

Items of work or materials required whether or not shown on the Contract Plans for the proper installation and construction of items bid under this contract and for which no units are listed on the proposal shall be considered as incidental to the items bid and the cost included therein.

2.06 BID TERM

The bid will be valid for one hundred twenty (120) days from the opening date.

IN WITNESS WHEREOF, this Proposal is executed on this ____ day of _____, 2016.

IN THE PRESENCE OF:

BIDDER: _____

By: _____

Phone: _____

Cell: _____

Email: _____

Witness

Witness

GENERAL CONDITIONS

SECTION 3.00

3.01 DEFINITIONS OF TERMS

The following terms shall have the meaning hereinafter defined wherever used in the Contract Document:

- a. Agent – There is no agent for the Owner under this contract.
- b. Bid – The offer of a Bidder on the Proposal form furnished by the Engineer to perform the work and to furnish the labor and materials at the prices quoted.
- c. Bid Bond - A debt secured by a bidder for a construction job or similar type of bid-based selection process for the purpose of providing a guarantee to the project owner that the bidder will take on the job if selected.
- d. Bidder – An individual, partnership, firm or corporation, formally submitting a bid for the work contemplated.
- e. Contract – The written agreement covering the performance of the work and furnishing of materials for the construction of the project, including all of the sections of the Contract Documents.
- f. Contract Document – Instructions to Bidders, Wage Scale, Insurance Certificate, Qualification Questionnaire, Proposal, General conditions, Special Conditions, Agreement, Performance and Payment Bonds, Specifications, Plans and Drawings, and all documents listed in the Agreement executed by the Owner and the Contractor and identified in this Contract.
- g. Contractor – The individual, partnership or corporation undertaking the execution of the work under the terms of the Contract and acting directly or through a duly authorized representative.
- h. Engineer – The Owner's duly authorized Engineer is Johnson Engineering. They are a licensed professional in this State and placed in charge of the design and preparation of bid documents covering the Work.
- i. Extra Work – Additional work and materials ordered by the Engineer to be performed by the Contractor in connection with the project, excluding any items of work or materials appearing on the Proposal or Agreement accompanied by estimated quantities and unit prices and excluding any items of work or material included under the prices bid for other items in the contract.
- j. General Conditions - The body of directions, provisions and requirements prepared to cover contracts in a general way.

- k. Inspector - The authorized representative of the Owner or Engineer assigned to make detailed inspection of any or all portions of the work or material therefore.
- l. Owners or Owner - The Owners or Owner of the property, the Walnut Creek Community Development District, the awarding authority, represented by the Engineer for the performance of this work.
- m. Payment Bond – It is a surety bond posted by a contractor to guarantee that its subcontractors and material suppliers on the project will be paid.
- n. Performance Bond - The approved form of security, required to be furnished by the Contractor and his Surety as guarantee of good faith and ability on the part of the Contractor to execute the work in accordance with the terms of the Contract and pay claims there under.
- o. Plans - All official drawings or reproductions of drawings pertaining to the work provided for in the Contract.
- p. Project - The improvement proposed by the Owner to be constructed in part or in whole pursuant to the Contract.
- q. Proposal - Used interchangeably with "bid" or "bid proposal"; the written offer of a Bidder to perform the work and to furnish the labor and materials at the prices quoted.
- r. Special Conditions - The body of directions, provisions, and requirements contained herein, together with written agreements and all documents, of any description made, or to be made, pertaining to the method or manner of performing the work, or the quality of materials to be furnished under this Contract.
- s. Specifications - The general term comprising all the directions, provisions, and requirements contained or referred to in the detailed specifications, including the special conditions, together with such additional directions, provisions, and requirements contained or referred to in the detailed specifications, including the special conditions, together with such additional directions, provisions, and requirements which may be added or adopted.
- t. Subcontractor - An individual, partnership, or corporation other than a Contractor supplying labor or materials at the site of the project pursuant to a direct contract with the Contractor.
- u. Substantially complete – The stage in which the project is fully functional before it reaches final completion. The project would be considered as substantially completed when it can be used for its intended purpose. For this project to be substantially completed, it would be required to complete the installation of the Geo fabric tube (Part 2.1 of Section III), the Coconut Mat (Part 2.2 of Section III), and the Sod (Part 5

of Section II). The Engineer will have to certify that the project is substantially complete.

- v. Time to complete – Amount and/or period of time in which the contractor has to finish the project for substantial completion or until it has reached construction/final completion.
- w. Work - The contemplated improvement, or part thereof covered by the Contract and described in the Contract Documents, and the construction, installation, supplying and furnishing of the same as the context may indicate.

3.02 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

The Contract Documents are complementary and what is called for in one shall be binding as if called for in all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

All time limits stated in the Contract Documents or in the schedules submitted to the Engineer pursuant to Section 3.38 General Conditions, are made a part of the Contract.

In case of inconsistencies or discrepancies in the Contract Documents, interpretation shall be guided by the following rules unless a manifestly absurd or illegal result is produced. Figure dimensions shall govern over scaled dimensions; Plans shall govern over Specifications and General Conditions; Quantities shown on plans shall govern over those shown on the Proposal; and Special Conditions and Detailed Specifications prepared specifically for this Contract shall govern over general provisions used on all contracts of the Owner. Headings and titles are for convenient identification and so do not control meaning.

The intent of the Plans and Specifications is to prescribe a complete outline of work which the Contractor undertakes to do in full compliance with the Contract. The Contractor shall perform all construction as may be necessary to complete the work to finish lines, grades and sections in an acceptable manner. He shall furnish all required materials, equipment, tools, labor, sales tax and incidentals unless otherwise provided in the Contract and shall include the cost of these items in the Contract unit prices for the units of work.

3.03 PERFORMANCE BOND; PAYMENT BOND

At the time the Contract is executed, the Contractor will be required to furnish bonds in the amount of 100% of the Contract price issued by a Surety Company licensed to do business in the State of Florida with an A. M. Best rating of A or above and conditioned for the faithful performance of the contract and the payment to every person entitled thereto of all claims for labor performed, and materials furnished for or in or about under the Contract,

to be used or consumed in making the improvement or performing the work as provided in the Contract. (See paragraph 3.17).

3.04 EXTENSION OF TIME

If the Contractor finds it is impossible to complete the work within the time specified for completion, he may make written request for extension of time. He shall set forth fully in his request the reasons he believes justify the granting of his request. If the Engineer finds that the quantity of work done or to be done is in excess of the estimated quantity by an amount sufficient to warrant additional time, he may grant additional time for completion as appears reasonable and proper. No allowance will be made for delay or suspension in the prosecution of the work due to the fault of the Contractor.

3.05 FAILURE TO COMPLETE WORK ON TIME

The Contractor shall pay the sum of Two Hundred and Fifty Dollars (\$250.00) per day for each and every calendar day of delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Project. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the District, estimated at or before the time of executing this Agreement. When the District reasonably believes that Substantial Completion will be delayed, the District shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the District to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the District has withheld payment, the District shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

The assessing of liquidated damages pursuant to this Section shall be made by the Engineer and may be offset against amounts otherwise payable by the Owner to Contractor under this Contract. In lieu of assessing liquidated damages as herein provided, the Owner may, notwithstanding any previous notice given Contractor by the Engineer under Section 3.05, elect to terminate Contractor's employment pursuant to Section 3.14 hereof and file suit to recover actual damages.

3.06 MEASUREMENT OF QUANTITIES

All work acceptably completed under the Contract shall be measured by United States standard measures in accordance with well recognized engineering practices and quantities of work performed shall be computed from such measurements.

The completed work will be measured by the Engineer to determine the quantities of the various items of work performed. The Contractor will, in all cases, be paid for the actual amount of work performed in accordance with these specifications as shown by the final measurements, said measurement being made in accordance with the terms of the Contract. The dimensions used in calculating the quantities will be the exact dimensions shown on the Plans or the dimensions ordered in writing by the Engineer or as specified in the Special Conditions.

3.07 SCOPE OF PAYMENT

The Contractor shall receive and accept the compensation as herein provided, in full payment for:

1. Furnishing all materials, labor, tools, transportation and equipment necessary to complete the work.
2. Performing all work contemplated and embraced under the Contract.
3. Losses or damages arising from the nature of the work, or from action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the work until its final acceptance by the Engineer.
4. All risks of every description connected with the prosecution of the work.
5. All expenses incurred in consequence of the suspension or discontinuance of the work, as herein specified.
6. Any infringement of patents, trademarks or copyright.
7. Completing the work according to the Plans and Specifications.
8. Hold harmless and indemnification of the District and the Engineer.

The payment of any estimate, or partial progress payment, prior to final acceptance of the work by the Owner shall in no way constitute an acknowledgment of the acceptance of the work, nor in any way prejudice or affect the obligation of the Contractor, at his expense, to repair, correct or renew or replace any defects or imperfections in the construction or in the strength or quality of the materials used in or about the construction of the work and its appurtenances, nor any damage due or attributable to such defects, imperfections or damage. The Engineer shall be the sole judge of such defects, imperfections or damage and the Contractor shall be liable to the Owner for failure to correct the same as provided herein.

3.08 PAYMENT WITHHELD

The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the Owner from loss on account of:

1. Defective work not remedied.
2. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
3. A reasonable doubt that the Contract can be completed for the balance then unpaid.
4. Damage to another Contractor.

When the above grounds are removed, payment shall be made for the amount withheld because of them and not used to remedy the same. The Contractor will be required to furnish notarized waivers of lien (both partial and final) when making monthly requests for payment certifying that all indebtedness under this Contract has been paid.

3.09 PROGRESS PAYMENT OF CONTRACTOR

Ten percent (10%) of the amount of each progress payment pursuant to Section 3 of the Agreement shall be withheld until after completion of all work and at the expiration date of any statutory period limiting the filing of liens. The Contractor will be required to furnish notarized waivers of lien (both partial and final) when making monthly requests for payment certifying that all indebtedness under this Contract has been paid.

3.10 CHANGES IN WORK: EXTRA WORK

The Engineer shall have no authority orally to make minor alterations or changes in the Plans, Specifications, or Work, except in an emergency endangering life or property, no Change or Extra Work orders shall be made except in pursuance of a written order from the Owner signed by the Engineer stating that the Owner have authorized the alteration, change, or Extra Work, and no claim for an addition to the amount originally due to Contractor shall be valid unless so ordered.

A. Duty of Contractor

Such change or extra work orders shall not in any way annul or vitiate the Contract, nor release the Surety thereon, nor operate as a waiver of any of the provision of the Contract, nor invalidate any portion thereof; and the Contractor shall furnish the necessary labor and materials to completely perform the Contract as changed and all extra work ordered as if originally so called for in the Contract Documents.

B. Payment in the Event of Changes

When change or extra work orders are made, adjustments, if any, in the amount to be paid to the Contractor by reason thereof, shall be determined as follows:

1. Where changes increase or decrease the quantities of work, labor, materials, or construction for which unit or separate lump sum prices have been bid, including the entire deduction or cancellation of one or more unit price items, or of one or more separately priced items, payment shall be made and accepted by the Contractor for the actual quantities or item of work, labor, materials, or construction done or furnished at the unit or item prices stated in the Agreement and no allowance shall be made for any supposed damage, delays, increased expense, loss of expected reimbursement or loss of anticipated profits suffered or claimed by the contractor resulting either directly from such changes or indirectly from unbalanced allocation of overhead expense among the contract items on the part of the Contractor and subsequent loss of expected reimbursement therefore, or from any other cause.

2. In other cases, the value of any such alteration, change or extra work shall be determined by one or more of the following methods and the amount of the adjustment (whether in favor of the Owner or the Contractor) agreed to in advance in writing.
 - a. By any supplemental schedule of prices contained in the Contractor's original bid.
 - b. By estimate and acceptance in a lump sum or at unit prices proposed by the Contractor and agreed to by the Owner.
 - c. On a cost and percentage or a cost and fixed fee basis proposed by the Contractor and agreed to by the Owner.

Method "a" shall be used if such schedule was incorporated in the final Contract. If none of such methods is agreed upon, then the Contractor shall proceed with the Work provided he receives a written order as set forth above and failure to agree to an adjustment shall not then excuse the Contractor from proceeding with the prosecution of the Work as changed. In such case, final determination of the amount of any adjustment on account of any alteration or change shall be made at the time the Engineer prepares his final certificate as to value of work performed, and Extra Work shall be performed by the Contractor and paid for by the Owner on the following "force account" basis:

- a. Labor - The Contractor will be reimbursed the actual amount of wages for all necessary labor and foreman in direct charge of the specific extra or changed portion of the work for each hour that said laborer and foreman are actually engaged in such work, to which amount shall be added a sum equal to 15% thereof. A foreman shall not be used when there are less than two laborers employed, except with the written consent of the Engineer.
- b. Bond, Insurance, Tax - The Contractor will be reimbursed for any additional premiums for Contractor's Bond, Public Liability and Property Damage Insurance, Workmen's Compensation Insurance, Occupational Tax and Social Security Tax due solely to the Extra Work or change ordered (no percentage added).
- c. Materials - The Contractor will be reimbursed for the actual cost of all extra or changed materials, approved or ordered by the Engineer and incorporated into the finished work, including the freight charges, as shown by the original receipted bills, to which total cost shall be added a sum equal to 15% thereof. The Contractor will also be reimbursed for any necessary extra materials used in the construction of the extra work, such as sheeting, from lumber, burlap, straw, etc., which are not

an integral part of the finished work. The amount of reimbursement shall be agreed upon in writing before such work is begun, and no percentage shall be added. The salvage value of such material shall be taken into consideration in the reimbursement agreed upon.

- d. Equipment - Machinery and equipment which the Contractor has on the job for use on Contract items shall be used on extra work whenever possible. The Contractor will be reimbursed for all extra costs absolutely necessary to Extra Work for machinery and equipment used thereon, in accordance with the prevailing rental value of such equipment for the period that said machinery and equipment are in use on such Extra Work (no percentage added).

It shall be the Contractor's duty to keep adequate receipts and other evidence to prove the amount of all expenses to be reimbursed.

3.11 EXTRA WORK

The provisions of Section 3.11 of these General Conditions shall not prevent the Owner from having Extra Work done which is not modification of the plan, but clearly an addition to it, by inviting new bids on such work. The Contractor on the job shall be eligible to bid on the Extra Work if otherwise eligible.

The Owner reserves the right, in case of any Extra Work not shown on the plans and not required in any manner by the Specifications, to have such Extra Work done by any other person, firm or corporation, other than the Contractor, and should any such Work be so let, the Contractor shall not interfere with or molest said person, firm or corporation, and shall suspend such part of this Work, or perform the same in a manner as the Engineer shall direct so as to afford all reasonable facilities for the execution of the same, and the Contractor shall make no claim for damages or for any rights or privileges on account of said work.

All claims for Extra Work must be made to the Engineer, in writing, before the payment of the next succeeding estimate after the Work shall have been performed; and failing to do this, the Contractor shall be considered as having abandoned his claim.

3.12 ACCEPTANCE AND FINAL PAYMENT

Whenever in the opinion of the Engineer, the Contractor shall have completed the Work in an acceptable manner and in accordance with the terms of the Contract Documents, the Engineer shall make a final inspection of the work and upon completion of it shall, as soon as the necessary measurements and computations can be made, certify to the Owner in writing as to said completion, and shall further certify as to the entire amount of every class of work performed and the value thereof, and as to the final balance found to be due the Contractor, and shall further certify to the Owner that he approves all parts of the Work and that the Contract is, in his opinion, fully performed. Upon receipt of said certificate, if the Contractor shall have furnished the Owner with a notarized waiver of lien certifying that all indebtedness under this Contract has been paid, the Owner shall then accept such

Work and order the final payment to be made therefore. The Owner may retain not more than 10% of the amount of the Contract until the expiration of any statutory period limiting the filing of liens.

The action by the Owner and the Engineer by which the Contractor is to be bound and The Contract concluded according to the terms thereof, shall be evidenced by the aforesaid certificate and final payment, all prior certificates or estimates upon which payment may have been made being merely partial estimates and subject to correction in the final payment.

The making and acceptance of the final payment shall constitute a waiver and release of the Owner by the Contractor of and from any and all claims arising under the Contract, but shall in no event relieve him of liability and responsibility to the Owner for unsettled claims of Subcontractors, under all to the Owner for unsettled claims of Subcontractors, under all indemnity provisions of the Contract Documents and guarantee provisions, if any, or for faulty materials or workmanship.

3.13 THE OWNER'S RIGHT TO TERMINATE THE CONTRACT

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor or disregard statutes, ordinances, regulations, orders, or the instructions of the Engineer, or otherwise fail to perform any provision of the Contract, then the Owner, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor, and his Surety, ten days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, equipment and plant thereof and finish work by whatever method the Owner may deem expedient. The Owner shall have the further right at any time to terminate the Work for any other reason not resulting from the fault of Contractor, upon ten-days written notice to Contractor, in which event Owner shall pay Contractor for all Work executed prior to the date of termination.

The Surety shall have the right to complete the Contract, but in the event that performance has not been commenced within ten days from the date of the notice of suspension, then the Owner has the right to continue in possession of and utilize for the completion of the Contract, any and all materials, tools, equipment and plant which the Contractor had delivered upon the site of the Work and to prosecute the Work to completion as the Owner may deem expedient.

In case the Owner complete the Work, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the Work, including compensation for additional architectural, managerial, and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The Owner shall have the further right at any time to terminate the Work for any other reason, not resulting from the fault of Contractor, upon ten (10) days written notice to Contractor, in which event Owner shall pay Contractor for all Work executed prior to the date of termination.

3.14 BLANK

No item at this time.

3.15 CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor shall promptly remove from the premises all work and materials condemned by the Engineer as failing to conform to the Contract, whether incorporated in the Work or not, and the Contractor shall promptly replace and re-execute his own Work in accordance with the Contract and without expense to the Owner, and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement. If the Contractor does not remove such condemned work and material within a reasonable time, fixed by written notice, the Owner may have the same removed and replaced and may deduct the cost of removal and replacement from any money due or to become due the Contractor.

If the Owner does not remove or replace such condemned Work, the Contractor shall not be relieved of correcting said Work or materials and the right of final acceptance and condemnation of Work shall not be waived by reason of the Owner's failure to remove or replace.

3.16 CORRECTION OF WORK AFTER FINAL PAYMENT

The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage resulting there from, which shall appear within a period of one year from the date of [mal payment, and in accordance with the terms of any special guarantees provided in the Contract. Neither the foregoing nor any provision in the Contract Documents, nor any special guarantee time limit, shall be held to limit the Contractor's liability for defects, to less than the legal limit of liability in accordance with the law of the place of building. The Engineer shall give notice of observed defects with reasonable promptness.

The Contractor shall make such repairs to the entire satisfaction of the Engineer and the Owner. The Performance Bond and Payment Bonds furnished with this Contract shall remain in full force and effect until the expiration of the maintenance period and until any necessary repairs have been made to the entire satisfaction of the Engineer and the Owner.

3.17 SUSPENSION OF WORK

The Owner shall have the authority to suspend the Work, fully or in part, for such period of time as it may deem necessary due to conditions unfavorable for the satisfactory prosecution of the Work, or to conditions which in the opinion of the Engineer warrant such action, or for such time as may be necessary by reason of failure on the part of the Contractor to carry out orders given or to perform any provisions of the Contract. No additional compensation will be paid or extension of time made to the Contractor because

of such suspension, except when it is ordered for reasons not resulting from the Contractor's fault or weather conditions. The Contractor shall not suspend work without written authority from the Engineer.

3.18 LAW, ORDINANCES AND REGULATIONS

The Contractor shall, in the performance of the Contract, comply with, and give all stipulations and representations required by, all applicable Federal, State and Local Laws, Ordinances and Regulations. The Contractor shall also require such compliances, stipulations and representations with orders (pertaining to Work covered by the Contract) as may be required by all applicable Federal, State and Local Laws, Ordinances and Regulations.

Should the Contractor fail with respect to any of these provisions, he shall, indemnify and hold harmless the Owner and all of the Owner's officers, engineers and employees from any liability or damage on account of such failure.

3.19 INSPECTION OF THE WORK

The Engineer and his representatives shall at all times have access to the work wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection. If the specifications, the Engineer's instructions, laws, ordinances and regulations of any public authority require any work or materials to be tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by another authority other than the Engineer, of the date, time and place fixed for such inspection.

Inspections by the Engineer shall be promptly made, and where practicable with materials, at the source of supply. If any work is covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's expense. Re-examination of questioned work must be uncovered by the Contractor. If such work is found in accordance with the Contract Documents, the Owner will pay the cost of re-examination and replacement. If such work were found not in accordance with the Contract Documents, the Contractor shall pay such cost, unless he shall show that the defect in work was caused by another contractor, and in that event the Owner shall pay such cost.

3.20 SUPERINTENDENT: SUPERVISION

The Contractor shall keep on his work during its progress a competent superintendent capable of reading and understanding the plans and specifications and any necessary assistants, all satisfactory to the Engineer. The superintendent shall represent the Contractor in his absence as his representative on the work and all directions given to him shall be as binding as if given to the Contractor. The superintendent shall have full authority to execute the orders of directions of the Engineer without delay and to supply promptly such materials, tools, plant, equipment and labor as may be required. Important directions

shall be confirmed in writing to the Contractor, on written request in each case. The Contractor shall give efficient supervision to the work, using his best skill and attention. If the Contractor, in the course of the work, finds any discrepancy between the drawings or the layout as given by points and instructions, it shall be his duty to immediately inform the Engineer in writing, and the Engineer shall promptly clarify or correct the same.

3.21 QUALITY OF MATERIALS

Unless otherwise specified, it is the intent of the specifications that new first class materials shall be used throughout the work, and that they shall be incorporated in such a manner as to produce completed construction which is workmanlike and acceptable in every detail.

Only materials which conform to the requirement of the specifications shall be incorporated in the Work.

3.22 SAMPLE TESTING: CITED SPECIFICATIONS

When requested by the Owner, the Contractor shall furnish a complete written statement of the origin, composition, and manufacture of any raw materials that are to be used in the Work. Unless otherwise provided, all materials will be sampled and tested in accordance with the latest published standard methods of the American Society for Testing Materials, and revisions thereof, in effect on the date of the Proposal, where such standard methods exist. In case there are no American Society for Testing Materials Standards which apply, applicable standard methods of the Federal Government or other recognized standardizing agencies would be used.

3.23 INSPECTION OF MATERIALS

The Engineer will inspect all materials. The Contractor shall give sufficient advance notice of placing order to permit tests to be completed before the materials are incorporated in the Work, and he shall afford such facilities as the Engineer may require for collecting and forwarding samples and making inspections. All samples shall be furnished without charge to the Owner. The Contractor shall not make use of or incorporate in the Work materials represented by the samples until tests have been made and the materials found to be in accordance with the requirements of the specifications.

3.24 RIGHT OF THE AGENT

There is no agent for the Owner in this contract.

3.25 SUBCONTRACTS

The Contractor shall not employ any subcontractors without the written consent of the Owner. Consent shall be deemed to have been given as to those subcontractors listed in the Proposal upon award of the Contract. The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his subcontractors and of the persons either

directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by himself. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

3.26 ASSIGNMENT

Contractor shall not assign or sublet the whole or any part of the Work under this Contract without the written consent of the Owner, both as to such assigning and subletting and as to the specific party to who it is proposed to assign or sublet the same. Notwithstanding any such approval, the Contractor shall remain fully responsible and liable for the complete performance of the Work performed pursuant to such assignment of subletting and for the material delivered to and placed under the same.

3.27 LIENS

If, at any time, there shall be evidence of the existence, whether or not the same has been asserted, of any lien or claim arising out of or in connection with the performance or default in performance of the Contract, and if the Owner or representatives of the Owner, or if any property or fund held by either, might be or become liable for the discharge or satisfaction of such lien or claim, then the Owner shall have the right to retain out of any payment then due or thereafter to become due, in addition to the amounts set forth in the Contract, an amount sufficient to discharge such lien or satisfy such claim and to reimburse the Owner and/or the representatives of the Owner for all costs and expenses in connection therewith, including reasonable attorney fees.

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of the Contract, or receipts in full in lieu thereof, and an affidavit that, so far as he has knowledge or information, the releases and receipts cover all the labor and materials for which a lien could be filed. The Contractor may, if any subcontractor refuses to furnish a release of receipt in full, furnish a bond satisfactory to the Owner to indemnify him against any lien.

In any event, Contractor shall indemnify and hold Owner harmless against any and all mechanics liens arriving after final payment has been made if the liens relate to work covered by the Contract, including cost and expenses in connection therewith and reasonable attorney's fees.

If the amounts retained are insufficient for the aforesaid purposes or if any such lien or claim remains undischarged, or unsatisfied after all payments have been made to the Contractor, then the Contractor shall promptly refund to the Owner all monies that may have been paid to discharge such lien or satisfy such claim, including the costs and expenses and reasonable attorney fees in connection therewith.

3.28 CLEANING UP

The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work and he shall remove all rubbish from

and about the site and all his tools, equipment, scaffolding and surplus materials and shall leave his work clean and ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge the cost to the Contractor.

3.29 FINAL CLEAN UP

Within fifteen (15) days after the completion of the Work, and before acceptance and payment will be made, the Contractor shall clean and remove from the Work site and adjacent properties all surplus and discarded materials, rubbish and temporary structures, restore in an acceptable manner all property, both public and private, which has been damaged in the prosecution of the Work and shall leave the site of the Work in a neat and presentable condition.

3.30 STREET OBSTRUCTION

All Contractors doing any Work which in any manner obstructs streets or sidewalks, shall put up and maintain barriers and lights to prevent accidents, and shall be liable for all damages caused by failure to do so and shall also be liable for all damages caused by negligent digging up of streets, alleys or public grounds, or which may result from his carelessness in the prosecution of such Work, and shall indemnify the Owner any claims, liability or damages in these respects, and shall carry insurance covering such liability and duty to indemnify.

The foregoing is a minimum; the Contractor's liabilities and responsibilities are in no way limited to such cases, but depend upon all the provisions of the Contract Documents, all of which are cumulative and none of which are mutually exclusive.

3.31 BARRICADES, LIGHTS, AND SIGNS

When any section of a road is closed to traffic, the Contractor shall provide erect and maintain neat and substantial barricades, red flags and warning lights at each end of the closed section and at all intersecting roads. If during the progress of the Work it is necessary to provide access to private property along a road, the Contractor shall provide, erect and maintain within the closed portion of the road such barricades, signs, flags and warning lights as may be necessary to protect the workmen and to safeguard local traffic and alternate routes of access. When the Special Conditions provide that traffic is to be permitted to use the road during its construction, the Contractor shall protect the work and the workmen and provide safe and convenient public travel by providing and maintaining such barricades, red flags and warning lights as are necessary.

The Contractor will be held responsible for all damages or injury to persons or property even though barricades, signs, red flags and warning lights are installed as required above. Whenever evidence of damage to the Work is found prior to acceptance, the Engineer may order the damaged portion immediately removed and replaced by the Contractor at his own expense. The Contractor's responsibility for the maintenance of barricades, signs, flags and warning lights shall not cease until the work has been accepted. In the event that during

the course of the Work, any temporary roadway serving the site is closed to traffic, the Contractor shall provide alternate routes of access to and from the site.

The cost of furnishing and maintaining barricades, warning signs, red flags and warning lights as required herein shall be incidental to the Contract and no extra compensation will be allowed.

3.32 PATENTED DEVICES, MATERIALS AND PROCESSES

It is mutually understood and agreed that without exception Contract prices are to include all royalties, license fees and costs arising from patents, trademarks and copyrights in any way involved in the Work, and the Contractor shall pay the same. It is intended that whenever the Contractor is required or desires to use any machine, invention, design, device, material or process covered by patent, copyright or trademark, the right to the full and free use and enjoyment of the same shall be secured for the Owner by the Contractor obtaining a suitable agreement from the patentee or patent owner and a copy of such agreement shall be filed with the Clerk and a copy with the Engineer; however, whether or not such agreement is made or filed as required, the Contractor and the Surety in all cases shall indemnify and save harmless the Owner from any and all claims and liability and defend all suites for infringement by reason of the use of any such patented, trademarked or copyrighted machine, invention, design, device, material or process in performing the Contract, and shall indemnify the Owner for any cost, expenses and damages and loss which the Owner may suffer by reason of any such infringement, at any time during the prosecution or after the completion of the Work.

3.33 NAMES AND TRADE NAMES

Where the names of manufacturers and trade names are indicated or specified for various materials or equipment, they are intended to be descriptive and not mandatory and are only to indicate to the Contractor the type and quality of materials and equipment that will be satisfactory.

3.34 AUTHORITY OF THE ENGINEER

All work shall be done under the supervision of the Owner and Engineer and to his satisfaction. He shall decide all questions which arise as to the amount, quality, and acceptability of materials furnished, work performed, manner of performance, rate of progress of the Work, interpretation of the Plans and Specifications, acceptable fulfillment of the Contract, compensation and disputes and mutual rights between Contractors under these Specifications. The Engineer's estimate shall be a condition precedent to the right of the Contractor to receive money due him under the Contract.

3.35 CONSTRUCTION STAKES

Construction stakes shall be set by the Contractor or his representative to make the general location, alignment, grade, and elevation of the Work. The Contractor shall assume responsibility for dimensions and elevations measured from such stakes. He shall exercise proper care in the preservation of stakes set for his use or for the use of the Engineer, and

if he misplaces, loses or removes them during his operation, they shall be re-set at his expense.

3.36 USE OF COMPLETED PORTIONS

The Owner shall have the right to take possession of and use any completed or partially completed portions of the Work notwithstanding the fact that the time for completing the entire Work or such partially completed portions of the Work may not have expired, but such taking of possession and use shall not be deemed an acceptance of the Work. If such prior use increases the cost of or delays the Work, the Contractor shall be entitled to such extra compensation or extension of time or both as the Engineer may determine.

3.37 CONTRACTOR'S RESPONSIBILITY

The Work shall be under the charge and care of the Contractor until acceptance by the Engineer. The Contractor shall be responsible for his Work, and every part thereof and for all materials, tools, appliances and property of every description used in connection therewith. He shall specifically and distinctly assume and does so assume all risks of damage or injury to property or persons used or employed on or in connection with the Work, and of all damage or injury to any persons or property wherever located resulting from any section or operation under the Contract or in connection with the Work, and undertakes and promises to protect and defend the Owner against all claims on account of any such damage or injury.

The Contractor assumes all risks, hazards and conditions in connection with the performance of the Contract, and even if the performance of the Contract involves a greater expenditure of money than the Contractor expected at the time of bidding, no allowance will be made on account thereof, and the Contractor shall continue with and complete the Work.

The Contractor shall assume all responsibility for injury or damage to the Work by action of the elements or from any other cause whatsoever whether arising from the execution or from the non-execution of the Work.

The Contractor shall rebuild, repair, restore and make good at his expense all injuries or damages to any portion of the Work occasioned by any of the above causes before its completion and acceptance.

3.38 ORDER OF COMPLETION

Attached to, and forming a part of, the Proposal, Bidder shall submit therewith schedules which shall show the order in which Bidder proposes to carry on the Work, including the dates on which Bidder will start the several parts of the Work and the dates of completion of the several parts. The contractor will be limited to working on no more than two ponds

at a time without prior permission in writing from the Engineer. The exception to this is the installation of the littoral plants that may be done at the same time or follow the completion of the other items related to pond bank restoration. These schedules must meet with the Engineer's approval and shall be for the purpose of enabling the Engineer to determine if the Work is proceeding on a satisfactory schedule. Failure to adhere to these schedules will result in the assessment of liquidated damages pursuant to Section 3.05 hereof.

3.39 LIMITATION OF OPERATIONS

The Contractor shall conduct his Work so as to create a minimum amount of inconvenience to vehicular and pedestrian traffic. The Contractor must store equipment outside the road travel path and the sidewalks. With proper maintenance of traffic plan, vehicles or equipment may occupy these areas during working hours and adjacent to the present work site. At any time when in the judgment of the Engineer, the Contractor has obstructed or closed a road or structure or is carrying on operations on a greater portion of a road or structure than is necessary for the proper prosecution of the Work, the Engineer may require the Contractor to move obstructions out of the way.

3.40 COPIES OF DRAWINGS FURNISHED

Unless otherwise provided in the Contract Documents, the Engineer will furnish to the Contractor free of charge all copies of drawings and specifications as are reasonably necessary for the execution of the Work.

3.41 CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has by careful examination satisfied himself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under this Contract.

No verbal agreement or conversation with any officer, member of the Board of Supervisors, or employee of the Owner either before or after the execution of this Contract shall affect or modify any of the items of obligations herein contained.

3.42 RIGHTS ACCUMULATIVE

The rights, privileges and powers of the Owner set forth in the Contract Documents are not alternative or exclusive, but accumulative. Any of the same may be exercised alone or in combination with any other, as the Owner shall determine best without waiver or prejudice to any other such rights, privileges and powers.

3.43 SPECIAL WORK

Should any construction or requirements not covered by these conditions be anticipated on any proposed work, special conditions for the same will be prepared and made part of this contract.

3.44 CHANGED CONDITIONS

Should the Contractor encounter or the Owner discover during the progress of the Work, subsurface or latent conditions at the Work site materially differing from those shown on the drawings or indicated in the specifications, the attention of the Engineer shall be called immediately to such conditions, and if he finds that they materially differ from those shown on the drawings or indicated in the specifications, he shall at once make such changes in the drawings and specifications as he may find necessary, and any increase or decrease of cost and/or difference in time resulting from such changes shall be adjusted as provided in Sec. 3.11 of these General Conditions.

3.45 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS

Finished work in all cases shall conform with lines, grades, sections, details and dimensions of the Work contemplated as shown on the approved plans. Such deviations from the approved plans and working drawings, as may be required by the exigencies on construction, will in all cases be determined by the Engineer and authorized in writing.

3.46 COOPERATION BY CONTRACTOR

The Contractor shall conduct his operations so as to interfere as little as possible with those of other Contractors, subcontractors or the public on or near the Work.

The Contractor shall arrange and conduct his Work so as not to interfere with the operations of other Contractors engaged on adjacent work and to join his work to that of others in a proper manner and in accordance with the spirit of the plans and specifications, and to perform his Work in the proper sequence to that of other adjacent work all as may be directed by the Engineer.

The Contractor shall be held responsible for any damage done by him or his representatives to the Work performed by another contractor.

In case of a dispute arising between two or more Contractors engaged on the same Work, as to the respective rights of each under the Contract Documents, the Engineer shall determine the matters at issue and shall define the respective rights of the various interests involved, in order to secure the completion of all parts of the Work in general harmony and with satisfactory results, and his decision shall be final and binding on all parties concerned and shall not in any way be a cause for claims for extra compensation by any of the parties.

The Contractor will be supplied with the necessary copies of the Contract Documents. The Contractor shall at all times have available on the Work, one copy each of said Contract Documents. He shall give the Work the constant attention necessary to facilitate the progress thereof and shall cooperate with other Contractors in every way possible.

3.47 DEFINITION OF NOTICE

Where in any of the Contract Documents there is any provision with respect to giving of any notice, such notice shall be considered given, unless otherwise specified, as follows: as to the Owner when written notice shall be delivered to the Engineer and/or the Owner, by registered or certified mail (return receipt requested); and as to the Contractor, when written notice shall be delivered to the chief representative of the Contractor at the place stated in the papers, prepared by him to accompany his Proposal as the address of his place of business, or sent to the same address registered or certified mail (return receipt requested); and as to the Surety on the Performance Bond, when a written notice to the Surety, or its agents who executed such Performance Bond on behalf of such Surety, is sent by registered or certified mail (return receipt requested) to the address of the home office of such Surety or of his agent.

3.48 PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work.

3.49 SANITARY FACILITIES

The Contractor shall provide and maintain in a neat and sanitary condition such accommodation for his employees as may be necessary to comply with the Statutes, requirements and regulations of any state or local authorities, or of other authorities having jurisdiction, and shall commit no public nuisance.

3.50 PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall use every precaution to prevent damage or destruction of property. The Contractor shall notify, in writing, the Owner of all private property which interferes with the Work and shall arrange with them for the disposition of such property. He shall protect and carefully preserve all property marks until the Engineer has witnessed or otherwise referenced the location or relocation.

The Contractor shall be responsible for the damage or destruction of any character resulting from neglect, misconduct or omission in his manner or method of execution or non-execution of the Work or caused by defective Work or the use of unsatisfactory materials, and such responsibility shall not be released until the Work shall have been completed and the requirements of these conditions complied with.

Wherever public or private property is damaged or destroyed, the Contractor shall, at his own expense, restore such property to a condition similar or equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If he fails to do so, the Engineer may, after the expiration of a period of forty-eight (48) hours after giving notice to him in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and may deduct the expense thereof from the compensation due or which may become due the Contractor under his Contract.

3.51 OTHER CONTRACTS

The Owner may award other contracts for additional work and the Contractor shall fully cooperate with such contractors and carefully fit his own work to that provided under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

3.52 CUTTING, PATCHING

The Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors shown upon, or reasonably implied by, the drawings and specifications for the completed structure, and he shall make good after them as the Engineer may direct. Any cost caused by defective or ill-time Work shall be borne by the party responsible therefore.

3.53 CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall secure and protect the Owner from any liability or damages whatsoever, for injury (including death) to any person or property.

The Contractor, and any subcontractors, shall, during the continuance of the Work under the Contract, including Extra Work in connection therewith, take out, pay for, and maintain, the following insurance:

- A. Workmen's Compensation and Employer's Liability Insurance in the Contractor's name with limits of liability under the Employer's Liability portion of not less than \$100,000, containing a waiver of subrogation in favor of the Owner executed by the insurance company.
- B. Public Liability Insurance including Contractor's Protective Liability in Contractor's name, with bodily injury limits of not less than \$1,000,000 per person, and \$2,000,000 per accident and property damage limits of not less than \$2,000,000.
- C. Contractual Liability Insurance in Contractor's name specifically endorsed to cover the indemnity agreement in Section 3.39. Limits of liability shall not be less than

\$2,000,000 per person, \$2,000,000 per accident for bodily injury and \$2,000,000 for property damage.

- D. Automobile Liability Insurance with an Employer's Non-Ownership Liability Endorsement in the Contractor's name. Limits of liability shall not be less than \$1,000,000 per person and \$2,000,000 per accident for bodily injury and \$500,000 for property damage.
- E. Umbrella Liability Insurance in Contractor's name will be maintained as part of the liability insurance of the Contractor and, such policy shall be excess of the Employer's Liability, Contractual Liability and Automobile Liability coverages required herein and shall include all coverages on a "following form" basis. The policy shall contain wording to the effect that, in the event of the exhaustion of any underlying limit due to the payment of claims, the Umbrella policy will "drop down" to apply as primary insurance. Limits of Umbrella liability shall not be less than \$2,000,000 per person, \$2,000,000 per accident for bodily injury and \$2,000,000 for property damage.

All of the above insurance should be covered by the same insurance company and said company shall be authorized to do business under the laws of this State.

Certificates evidencing such insurance shall be filed with the Owner before Work is started. No change or cancellation in insurance shall be made without ten (10) days written notice to the Owner and the certificates shall so provide. The Contractor shall not commence Work under this Contract until he has obtained all insurance required under the paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence Work on the subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Each certificate of insurance must show Walnut Creek CDD, Special District Services, Inc., and Johnson Engineering, Inc. as additional insured unless not allowed by law.

The Contractor shall require subcontractors, if any, not protected under the Contractor's insurance policies to take out and maintain insurance as above stated.

Compliance by the Contractor with the foregoing requirements as to carrying insurance and furnishing certificates and approval of such certificates, insurance, riders and endorsements by the Owner shall not relieve the Contractor of his liability and obligations under all the provisions of the Contract Documents.

Each Contractor shall indemnify Owner against any and all claims, loss, damage, costs, and expense arising from injury to or death of persons or damage to or destruction of property including, without limitation, the property and employees of Owner, occurring, wholly or in part, as the result of the Work done or omitted to be done by, or the employees or representatives or invitees of said Contractor of his subcontractors, regardless of whether any such injury to or death of a persons or

damage to or destruction of property is due or claimed to be due, in whole or in part, to any negligence or fault of Owner or their employees, representatives, or invitees, except claims, loss, damage, costs or expense resulting from the risks required to be insured by Owner.

3.54 BUILDER'S RISK INSURANCE

The Owner will carry insurance or self-insure the Builder's Risk (fire, vandalism, malicious mischief, and extended coverage perils) in amounts to cover the value of Work installed, and the building materials and supplies at the construction site. The Owner's insurance will not cover equipment belonging to the Contractor or any of his subcontractors.

3.55 SIGNS

No signs or nameplates of any type shall be allowed to be displayed on any part of the Site, unless authorized in writing by the Owner in advance of such display.

3.56 WORKMEN'S COMPENSATION AND EVIDENCE OF WORKMEN'S COMPENSATION INSURANCE

Each Contractor shall comply with State laws relating to Workmen's Compensation and insure that its Subcontractors, if any, shall do likewise. Each contractor shall submit to the Owner, before commencing his Work, evidence of the insurance required to be furnished by him in compliance with the laws relating to Workmen's Compensation.

3.57 HEALTH & SAFETY

The Contractor shall follow the requirements of the Federal Government Legislative Act entitled "Occupational Safety and Health Act of 1970" without any recourse to the Owner for additional costs or time because of those requirements.

**WALNUT CREEK CDD
STORMWATER POND BANK REPAIRS
SPECIAL CONDITIONS**

SECTION 4.00

4.01 COORDINATION WITH THE HOME OWNER ASSOCIATION

It is intended that all normal functions within the community will continue during this pond bank repair. In the event, the Contractor foresees a need to close some facility for a set period of time, the Owner and Engineer shall be notified and be a part of the coordination with the Home Owner Association.

4.02 ENGINEER

All work performed on this Project will be monitored by the Owner and the Engineer employed and paid for by the Owner. The Contractor shall submit to any and all inspections by the Engineer and his representatives and shall strictly conform to the control decisions of the Engineer. The Engineer's presence or absence from the site shall not relieve the Contractor from its fundamental responsibility of performing work in accordance with the Contract plans and specifications.

4.03 TESTING LABORATORY

At this time, there is not an anticipated need for laboratory testing on this project. The Owner may elect to test the soils after placement to confirm compaction at their own cost. Test values must be at least 95 percent of a Standard Proctor.

4.04 PLANS

Although the plans provided with this Document have been prepared with as much accuracy as possible at this time, it does not preclude the fact that plans are preliminary and changes may be made as further information is received regarding building locations, parking lot utility locations, etc. The Owner reserves the right to revise the plans at any time during the work, revising the Proposal in accordance with the contract unit prices stated in Section 2.01 or, if required, in accordance with Section 3.11 and 3.12.

4.05 OTHER CONTRACTORS

Cooperation with other contractors may be required and in case of a dispute as to scheduling/phasing conflicts or final responsibility, the decision of the Engineer shall be final.

4.06 CONSTRUCTION STAKING & AS-BUILTS

The Contractor shall provide the surveying, if necessary, to complete the construction staking. All staking shall be the responsibility of the Contractor. The Contractor shall be responsible to provide certified surveys of the finish grade and pond construction. A minimum of six (6) sections must be taken in each pond following completion of the work to verify the pond sides have been fixed to meet the permitted slope(s). Each section will include from the pond bottom to the top of slope.

4.07 CONTRACTOR'S RESPONSIBILITY

The Contractor shall give notice in writing to the proper authorities in charge of streets, gas and water pipes, electric and other conduits, railroads, poles, manholes, catch basins, sewers and all other property that may be affected by the Contractor's operations, at least three days, excluding Saturday, Sunday, and legal holidays before breaking ground. The Contractor shall not hinder or interfere with any persons in the protection of such property, or with the operation of utilities, at any time. The Contractor must obtain all necessary information in regard to existing utilities. He shall protect such utilities from injury and shall avoid unnecessary exposure so that they will not cause injury to the public.

4.08 COMPACTION & GRADES

The Contractor is hereby cautioned to carefully compact the soils placed as part of this restoration. The Contractor shall compact soils so there is not a dip greater than one tenth of a foot along the entire repaired bank. The absence of a testing laboratory shall not relieve the contractor of its responsibility for proper compaction. (See sections entitled "Testing Laboratory" and "Quality Control/Quality Assurance.")

4.09 LOCAL REQUIREMENTS

The Contractor is hereby notified that nothing herein, expressed or implied, shall relieve him of the responsibility of conducting his operations in compliance with applicable standards and codes of the City, County, and State, or any other governmental, quasi-governmental unit, agency or utility company.

4.10 CLEANING UP

In the event that accumulations of mud or other debris on roads or streets adjacent to or near the site of the Work become a nuisance, whether or not caused by this Contractor, Contractor will be held responsible for removing it upon notification by the Owner or Engineer, and payment for it. If not caused by this Contractor's equipment, a determination will be made by the Engineer and charged to the offending other parties or Contractors.

4.11 QUALITY CONTROL/QUALITY ASSURANCE

The Contractor is required to maintain its own in-house Quality Control Program. The Engineer may implement a Quality Assurance Program to reasonably assure that the specifications are adhered to. The Contractor shall notify Engineer of work stages as they progress. The presence or absence of field observations shall not relieve the Contractor from his inherent responsibility to conform to the specifications.

“Quality Control” refers to the constant, day-to-day effort to maintain quality which may include, but is not limited to, checking materials as delivered to insure suppliers are providing specified materials, testing material as it is installed or constructed, etc. “Quality Assurance” refers to the infrequent, periodic, random checking of quality after-the-fact which may include, but is not limited to, randomly uncovering a portion of the work to inspect, random destructive testing after-the-fact on portions of a lot or segment of work, etc.

4.12 ADDITIONAL INSURED

The Contractor shall deliver to the Engineer Certificates of Insurance prior to beginning work in accordance with limits set forth in the General Conditions. The following parties shall be included on said certificates as “Additional Insureds”:

1. Owner (Walnut Creek CDD)
2. Engineer (Johnson Engineering, Inc.)
3. Manager (Special District Services, Inc.)

4.13 PERMITS

It shall be the responsibility of the Contractor to obtain and pay for any construction permits required by local, county or state agencies including, but not limited to hauling fees, dumping fees, licensing fees, etc.

4.14 CONSTRUCTION DRAINAGE

The Contractor must carefully arrange his work patterns to provide maximum protective drainage of the site, with particular emphasis being given to the protection of existing wetlands. Contractor to include the costs for anticipated ditching and all other work required to provide adequate construction drainage in his unit prices.

Failure on the part of the Contractor to perform the necessary measures to control erosion, siltation and pollution will result in the Owner notifying the Contractor to take such measures. In the event that the Contractor fails to perform such measures within 24 hours after receipt of such notice, the Owner may suspend the work with no extension of the contract time, or may proceed to have such measures performed by others at the Contractor's expense, or both. The Contractor shall be liable for any damage to private or public property resulting from insufficient erosion and siltation control measures.

The Contractor shall take every precaution throughout the life of his work to prevent pollution of rivers, streams, wetlands, and water impoundments with pollutants such as chemicals, fuels, lubricants, bitumens, sewage, soil and other harmful wastes. The Contractor shall comply with all Federal, State and Local water and air pollution laws.

4.15 PAST EXPERIENCE

The Contractor shall provide information demonstrating past experience with this type of construction. It may include photographs and narrative showing similar pond bank restorations using similar techniques. A minimum of three separate projects are required from South Florida, south of I-4 corridor. As part of the information, provide a person with contact information that can verify work product and satisfaction.

4.16 CONSTRUCTION SCHEDULE

Upon award of the project, the Contractor shall provide a schedule with time to complete each pond included. The Contractor will be limited to working on no more than two ponds at a time without prior permission in writing from the Engineer. The exception to this is the installation of the littoral plants that may be done at the same time or follow the completion of the other items related to the pond bank restoration.

END OF SPECIAL CONDITIONS

WALNUT CREEK CDD STORMWATER POND BANK REPAIRS

TECHNICAL SPECIFICATIONS

SECTION I

GENERAL

1. SCOPE OF WORK

This scope of work includes all labor, materials, equipment and services to complete the following:

- a. Stormwater Ponds Bank Repair as outlined in the Plans prepared by Johnson Engineering, Inc.
- b. Plant littoral compensating planting area as outlined in the Plans prepared by Johnson Engineering, Inc.

This scope of work includes repair of pond slopes, excavation earthwork, planning of littoral plants and sodding all disturbed areas within the Walnut Creek CDD site as shown on the plans or specified herein.

The F.D.O.T. references are based on the Florida Department of Transportation Standard Specifications for Road and Bridge Construction 2014, unless noted otherwise.

2. COORDINATION WITH OTHER CONTRACTORS

Contractor has the responsibility to coordinate his work with work being done by others on the site as necessary.

3. INSPECTIONS AND TESTING

Inspections shall be made following completion of each phase of the work and at other times as required. It is the responsibility of the Contractor to notify the Engineer and all other relevant agency inspection personnel when inspections will be necessary. It will be the Contractor's responsibility to secure approvals as necessary for acceptance of each phase of the project. It will be the Contractor's responsibility to furnish the necessary guarantees required by all agencies for the acceptance of construction. It will be the Contractor's responsibility to provide the warranty. Geo fabric material shall be warranted for ten (10) years. All other work for one (1) year from date of substantial completion.

4. CONSTRUCTION EQUIPMENT - GENERAL REQUIREMENTS

All work and materials under this Contract shall be performed and supplied in an approved manner to the complete satisfaction of the Engineer and Owner. All work and materials shall be in accordance with accepted construction standards, and except as hereinafter amended, in accordance with the minimum requirements of all state, county, and local codes and standards. With respect to all other work, the latest edition of the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction 2014 shall apply at a minimum and shall hereinafter be referred to as the "Standard Specifications." All utility work shall conform to Lee County Utilities Operations Manual latest edition.

5. CONTRACTORS' RESPONSIBILITIES

Existing Improvements and Utilities. It is the responsibility of the Contractor to restore all disturbed areas, including, but not limited to existing sod areas, pavement, walks, curbs, plantings, etc., damaged during construction. Replacement or repair of any damaged item is the responsibility of and at the expense of the Contractor.

I. Protection of Existing Improvements

Prior to excavating any section of the work, the Contractor shall call the following utility companies and inform them that work on the specific section is about to commence and request that they field locate their underground utilities:

Sunshine State One Call 811 or (800) 432-4770

When proceeding with the work, the Contractor shall exercise caution to protect all underground and overhead utilities and existing structures from damage. Service must be maintained to existing residences unless prior approval is received from the OWNER. The Contractor shall repair, at his own expense and to the satisfaction of the Owner, any surface or subsurface improvement damaged during the course of the work (unless such improvement is shown to be abandoned or removed). Should any utilities be encountered that are not shown on the drawing, the Contractor shall immediately notify the Engineer and the OWNER and shall take whatever caution necessary to protect the utility.

II. Maintenance of Existing Drainage

Existing drainage shall be maintained at all times. At times when the Contractor is not on the job, drainage under construction shall be left open so as not to cause flooding due to blockage. Any damage to construction caused by this requirement shall be the responsibility of the Contractor.

6. MOBILIZATION

The work specified in this article will conform to the F.D.O.T. Standard Specifications for Road and Bridge Construction (Latest Edition), Section 101.

7. MAINTENANCE OF TRAFFIC

The work specified in this article will conform to the F.D.O.T. Standard Specifications for Road and Bridge Construction (Latest Edition), Section 102.

Contractor to obtain any required MOT permits required for the project.

8. PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION

The work specified in this article will conform to the F.D.O.T. Standard Specifications for Road and Bridge Construction (Latest Edition) as referenced below and the Storm Water Prevention Pollution Plan:

Reference F.D.O.T. Section 104-1 through 104-9.

Additional temporary erosion control features will not be paid for separately but shall be included in the contract unit price for the item or items to which such costs are related. These items shall include, but not be limited to the use of silt fence, floating turbidity screens, temporary berms, or other necessary methods. Any additional costs resulting from compliance with the requirements of this section, other than construction, routine maintenance and removal of temporary erosion features and mowing will not be paid separately, but shall be included in the contract prices.

In case of repeated failure on the part of the Contractor to control erosion, pollution, or siltation the Engineer reserves the right to employ outside assistance. Any such costs incurred, including engineering costs, will be charged to the Contractor and appropriate deductions made for the monthly progress estimate.

Floating silt screens acceptable to the Engineer will be installed around all pond bank repairs. These screens shall be incidental to the item of work requiring them and shall be included in the unit prices for that item.

9. PERMITS

The Contractor shall be responsible to secure all other necessary local, county, state and federal permits, as applicable.

END OF SECTION I

SECTION II

SITE WORK

SCOPE OF WORK

This scope of work includes all labor, materials, equipment and services to complete the pond bank repairs as shown on the Plans or specified herein, including but not limited to the following:

- (a) Removing of rocks, stumps, roots, dead trees, shrubs and live trees designated to be removed from all pond bank repair areas.
- (b) Excavating and placing fill material as required to bring the pond bank repair areas to the grades shown on the Plans.
- (c) Using suitable material excavated on-site to bring site to grade.
- (d) Protection of existing vegetation.
- (e) Blasting is not allowed on this project.

1. MOBILIZATION

Mobilization includes performing preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, and supplies to the project site and including preparing access to the site.

The Contractor shall remove all construction material, excess excavation, equipment and other debris remaining on the job as a result of construction operations and shall render the site of the work in a neat and orderly condition.

2. CLEARING AND GRUBBING

Specifications governing the work shall be F.D.O.T. Specifications Section 110-1 through 9.

3. SILT FENCE/FLOATING TURBIDITY BARRIER

The Contractor shall implement, at a minimum, the erosion control measures shown on the contract plans to minimize soil erosion and siltation, water pollution, and air pollution. The Contractor shall also comply with the applicable regulations of all legally constituted authorities relating to pollution prevention and control. The Contractor shall keep fully informed of all such regulations which in any way affect the conduct of the Work. In the event of conflict between such regulations and the requirements of these specifications, the more restrictive requirements shall apply.

Failure on the part of the Contractor to perform the necessary measures to control erosion, siltation, and pollution will result in the Engineer notifying the Contractor to take such measures within twenty-four (24) hours after receipt of such notice, the Engineer may suspend the Work with no extension of Contract time, or may proceed to have such measures performed by others at the Contractor's expense, or both.

The Contractor shall exercise every precaution throughout the life of the project to prevent the eroding of soil and the silting of ponds, ground surfaces, or other property. Should any erosion or siltation occur the Contractor shall take immediate action to correct the situation. The Contractor shall remove and properly dispose of any material washed into ponds or other property. The Contractor shall be liable for any damage to private or public property resulting from failure of erosion and siltation control measures.

Temporary erosion control measures which will be contribute to the control of erosion and sedimentation shall be carried out in conjunction with clearing and grubbing operations and be maintained for the duration of the work.

Construction operations in ponds shall be restricted to those areas that must be entered for the performance of work shown on the Plans. Excavated materials shall not be deposited in areas that are not designated on the Plans.

Temporary erosion control measures shall be provided and shall include but not be limited to the use of silt fence, floating turbidity screens, temporary berms, or other necessary methods.

The Contractor shall take every precaution throughout the life of his work to prevent the pollution of ponds. Pollutants such as chemicals, fuels, lubricants, bitumens, sewage, and other harmful waste shall not be discharged into or alongside ponds. The Contractor shall comply with all Federal, State and Local water and air pollution laws.

4. EXCAVATION

The work specified in this Section will conform to the F.D.O.T. Standard Specifications for Road and Bridge Construction (Latest Edition), Section 120.

All excavation shall be unclassified. It will be required for the contractor to bring all excavated material to the areas that need fill. The cost for repair work shall be included in the cost of the overall items in the contract and no extra payment will be made for these repairs.

5. SOD

Contractor will be responsible to place/replace sod in all disturbed areas. Contractor will use **Floritam** sod.

Contractor is also responsible to replace all vegetation and irrigation systems damaged during the pond bank repairs.

9. NPDES PERMIT/COMPLIANCE

The Contractor shall provide the required reports, information, plans and details as part of the NPDES permit. The Contractor shall maintain all records and complete all Storm Water Pollution Prevention Plan (SWP3) inspection reports required for the NPDES Permit. All records shall be maintained for a minimum of three years following completion of the project.

10. RIP-RAP

The work specified in this article will conform to F.D.O.T. Standard Specifications for Road and Bridge Construction (Latest Edition), Section 530 and shown on the Plans prepared by Johnson Engineering, Inc.

END OF SECTION II

SECTION III
STORMWATER PONDS BANK REPAIRS

PART 1 - GENERAL

1.1 SECTION INCLUDES

Stormwater ponds bank repairs as outlined in the Plans prepared by Johnson Engineering, Inc.

1.2 REFERENCES

Florida Department of Transportation's Standard Specifications and Standard Details, Central Broward Water Control District's Standards, Specifications and Details, and South Florida Water Management District (SFWMD) requirements, all latest editions.

1.3 SUBMITTALS FOR REVIEW

Submit shop drawings for all materials pertaining to this section, including but not limited to manufacturer's cut sheets.

1.4 SUBMITTALS AT PROJECT CLOSEOUT

Accurately record on record drawings actual locations and types of all pond slope repairs.

Bring to the attention of the engineer-of-record any unexpected variations to existing conditions or discovery of uncharted utilities.

1.5 REGULATORY REQUIREMENTS

All work pertaining to this section for Work to be performed in accordance with Florida Department of Transportation's Standard Specifications and Standard Details, City of Pembroke Pines Specifications and Details, Central Broward Water Control District Specification and Details, and South Florida Water Management District (SFWMD) requirements, latest editions.

PART 2 - PRODUCTS

2.1 GEO FABRIC TUBE

Geo Fabric Tubes will be installed per the manufacturer's installation recommendations and based upon the Plans. The material for all permanent tubes is to be Midwest Construction Products GFM404 or greater. Contractor to submit shop drawings, including

manufacturer's cut sheets to Engineer for approval. Contractor to utilize material from adjacent pond in the installation of Geo Fabric Tubes. A minimum of 2" of soil is to be placed over Geo Fabric Tubes before sodding any disturbed areas. Contractor to utilize all reasonable means to compact material prior to sodding.

2.2 COCONUT MAT

The area from one quarter of a foot vertically above the control elevation to a half a foot vertically below the existing shelf elevation shall be covered with a mat equal to or greater than the American Excelsior Company's "AEC Premier Coconut" product. Staples shall be applied to meet or exceed the manufacture's recommendations. Additionally, 18-inch-long plastic stakes with a hook shall be placed no more than three feet apart along the lower edge. The Contractor will be allowed to toe-in the bottom edge at least one-foot deep as an alternative to the extra stakes.

The mat is not required for those areas receiving plants only.

2.3 PLANTS

The plants used may be bare root or slip lined. The detail sheet shows the types of plants to be used. Installation will be through the coconut mat described in 2.2 above. Survival rate is to be 80 percent eleven (11) months following substantial completion. Survival rate will be measured on each pond individually.

PART 3 - EXECUTION

3.1 EXAMINATION

- . Verify that base is ready to receive work and excavations, dimensions, and elevations are as indicated on the approved construction plans.

3.2 PREPARATION

- . Any topsoil or fill material to be utilized in the pond bank repairs is to be excavated from the adjacent pond.

3.3 PROTECTION

Contractor should review site conditions prior to the start of any construction. Contractor must take measures to protect residences, appurtenances and existing vegetation while performing the pond bank repairs. The Owner and Engineer will not assume any responsibility for damage caused by Contractor.

END OF SECTION III

Attachment 1

CRITERIA RANKING

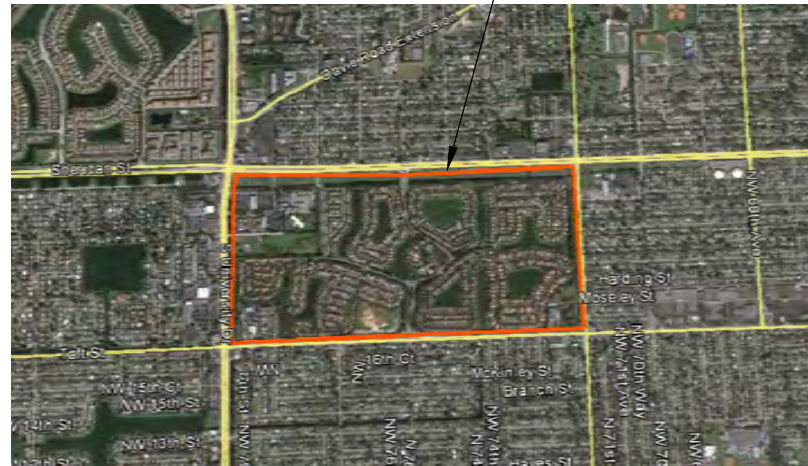
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Name 1					0
Name 2					0
Name 3					0
Name 4					0

CRITERIA	POINTS
PRICE	50
EXPERIENCE WITH GEOTUBE	24
ABILITY TO MEET TIME	16
CURRENT WORKLOAD	10
TOTAL	100

Storm Water Ponds Bank Repairs for Walnut Creek CDD



PROJECT LOCATION



Prepared for:
Walnut Creek CDD
C/O SDS Inc.
8785 S.W. 165th Ave. Suite 200
Miami, FL 33193

TABLE OF CONTENTS

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1	Cover
2	Overall
3-7	Plans
8	Detail

REGISTERED PROFESSIONAL ENGINEER
FLORIDA LICENSE NO. 33258

ANDREW D. TILTON, PE

DATE

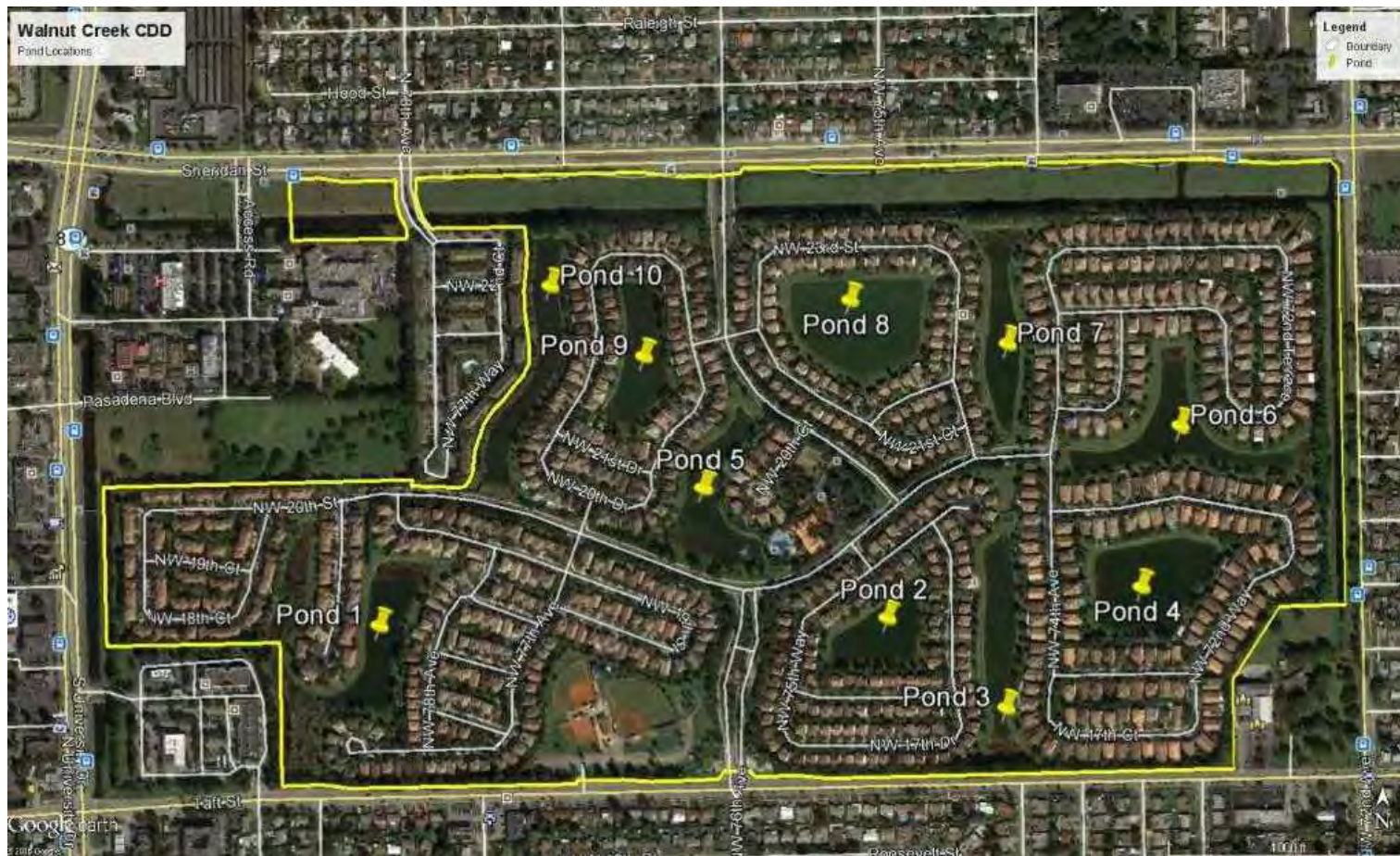
JOHNSON
ENGINEERING

6941 SE 196TH AVENUE
SUITE 32
PEMBROKE PINES, FLORIDA 33332
PHONE: (954) 626-0123
FAX: (239) 334-3661
E.B. #642 & L.B. #642

Walnut Creek CDD

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
June 2016	20139298		N.T.S.	Cover

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REGISTERED PROFESSIONAL ENGINEER
FLORIDA LICENSE NO. 33258

ANDREW D. TILTON, PE

DATE

JOHNSON
ENGINEERING

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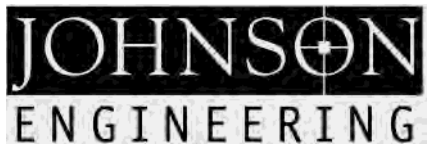
Walnut Creek CDD

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
June 2016	20139298		N.T.S.	Overall

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Walnut Creek CDD
Broward County Florida



2122 JOHNSON STREET
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FORT MYERS, FLORIDA 33902-1550
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Lake Bank Erosion 2015
Lake 1

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
October 2015	20139298-000		As Shown	1

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Walnut Creek CDD
Broward County Florida

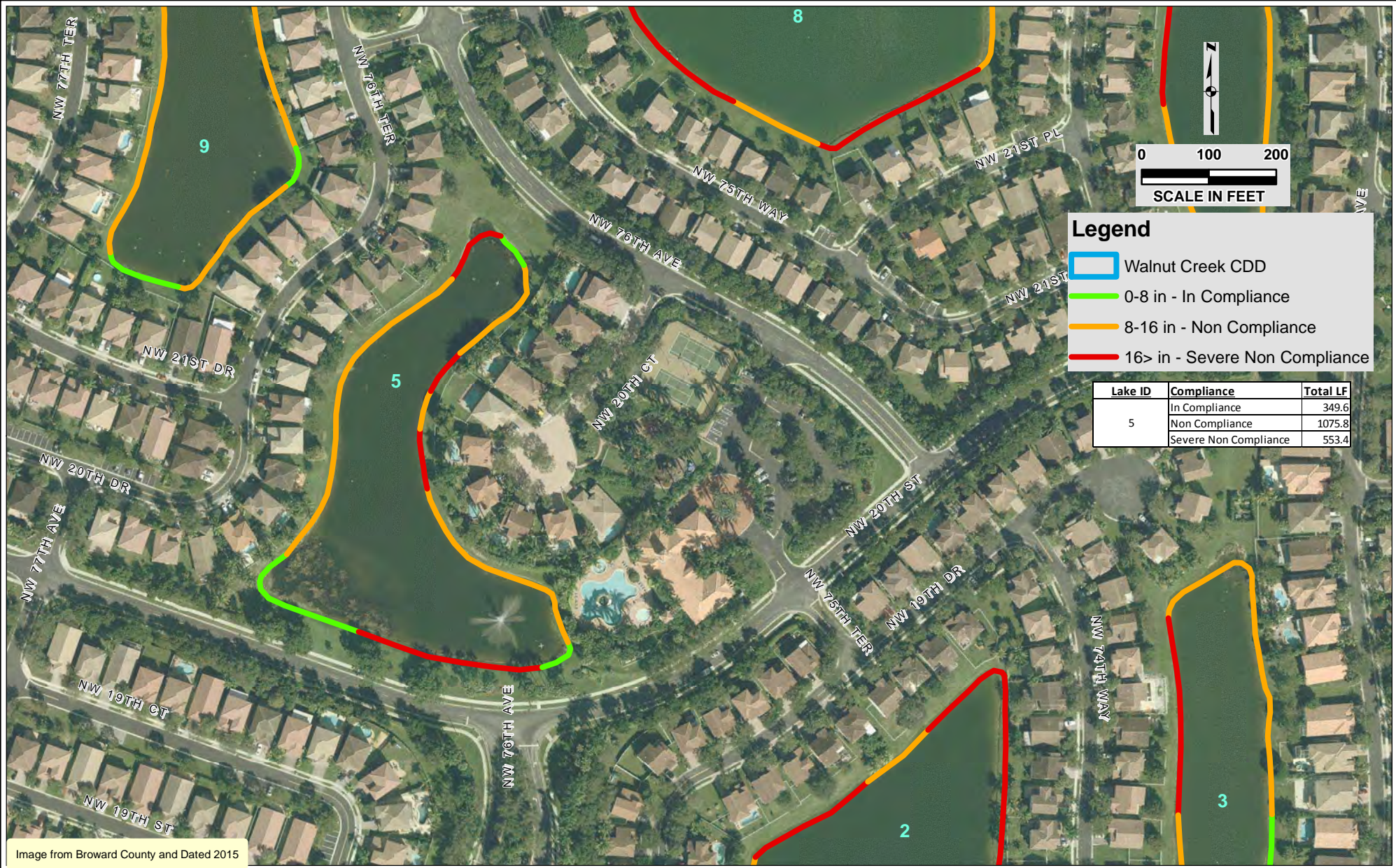


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Lake Bank Erosion 2015
Lake 2, 3 & 4

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
October 2015	20139298-000		As Shown	1

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Walnut Creek CDD
Broward County Florida



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Lake Bank Erosion 2015
Lake 5

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
October 2015	20139298-000		As Shown	3

\\FTMS01\Drawings\2013\20139298-000\ArcGIS\Lake Erosion 8x11 Sheets\Lake 6&7 Erosion.mxd



Image from Broward County and Dated 2015

Legend

- Walnut Creek CDD
- 0-8 in - In Compliance
- 8-16 in - Non Compliance
- 16> in - Severe Non Compliance

Lake ID	Compliance	Total LF
6	In Compliance	350.6
	Non Compliance	192.7
	Severe Non Compliance	499.9
7	In Compliance	106.2
	Non Compliance	1298.2
	Severe Non Compliance	635.9

Walnut Creek CDD
Broward County Florida



2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

Lake Bank Erosion 2015
Lake 6 & 7

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
October 2015	20139298-000		As Shown	4

\\FTMS01\Drawings\2013\20139298-000\ArcGIS\Lake Erosion 8x11 Sheets\Lake 8-10 Erosion.mxd



Lake ID	Compliance	Total LF
8	Non Compliance	890.6
	Severe Non Compliance	804.9
9	In Compliance	300.7
	Non Compliance	1217.7
10	In Compliance	1778.5
	Non Compliance	494.5
	Severe Non Compliance	231.4

Legend	
	Walnut Creek CDD
	0-8 in - In Compliance
	8-16 in - Non Compliance
	16> in - Severe Non Compliance

Walnut Creek CDD
Broward County Florida

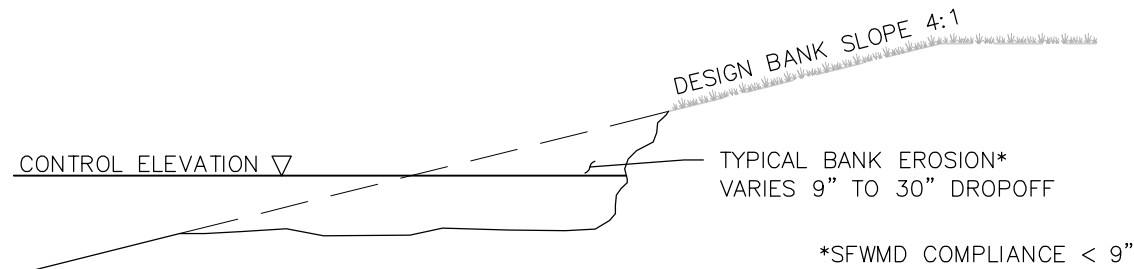


2122 JOHNSON STREET
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FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
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E.B. #642 & L.B. #642

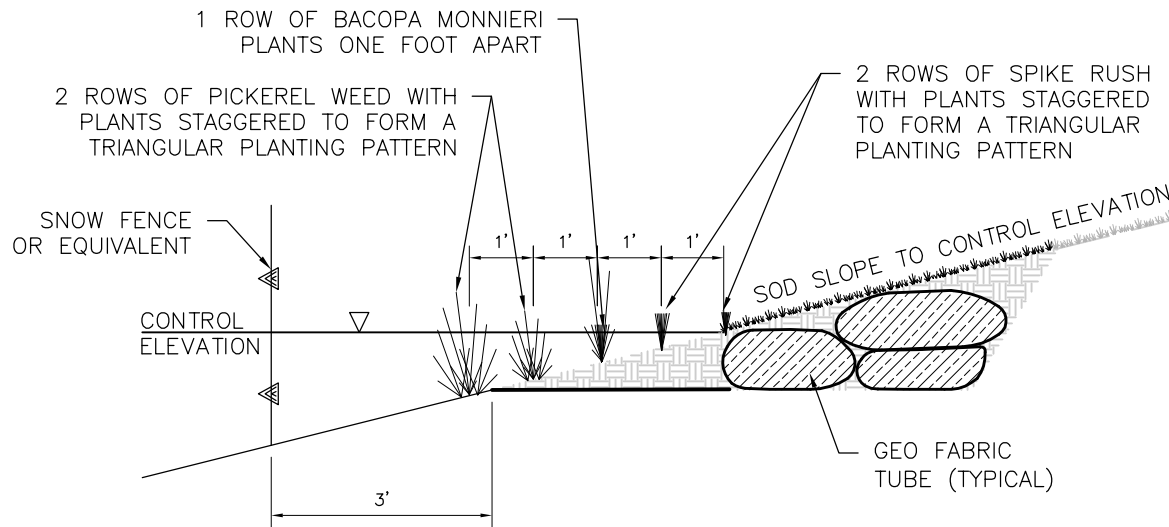
Lake Bank Erosion 2015
Lake 8, 9 & 10

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
October 2015	20139298-000		As Shown	5

\\FMS01\Drawings\2013\20139298-000\Drawings\Lake Bank Restoration.dwg (Sheet) jwm Jul 20, 2016 - 11:17am



TYPICAL BANK EROSION
N.T.S.



GEO FABRIC TUBE RESTORATION
N.T.S.

DESIGN NOTES:

1. Contractor to determine tube configuration such that no vertical step exceeds 9" should erosion reoccur.
2. The soil cover over the tubes shall be at least three inches.
3. The soil from 0.25 vertically above the control elevation to 0.5' below existing shelf shall be covered by 100% coconut fiber mat with double netting (AEC Premier Coconut or equal). Place with equal or greater quantity of staples per manufacturers requirements. Add one 18" long plastic stake every three feet along bottom edge.
4. Contractor is to fill depressions uphill from the vertical escarpment as part of the final grading.
5. Finish sodded slope 3.5-4.0:1 slope.

Walnut Creek
Broward County, Florida

JOHNSON
ENGINEERING

JOHNSON ENGINEERING, INC.
6941 SW 196TH AVENUE
PEMBROKE PINES, FLORIDA 33332
PHONE (954) 626-0123
FAX (239) 334-3661
E.B. #642 & L.B. #642

Walnut Creek CDD
Typical Sections

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
May 2016	20139298-000		As Shown	1 OF 1

**WALNUT CREEK CDD
STORMWATER PONDS BANK REPAIRS**

BID FORM

SECTION 2.00

PROPOSAL OF:

AMERICAN SHORELINE RESTORATION
(Corporate Firm Name or Name Under Which Bidder Does Business)

FOR:

The Project is officially known as "Walnut Creek CDD Stormwater Ponds Bank Repairs" which consists of, grading, storm improvements, and miscellaneous work as required by these specifications.

TO: Gloria Perez, District Manager
Walnut Creek CDD
8785 SW 165th Avenue, Suite 200
Miami, Florida 33193

Ladies and Gentlemen:

We have examined the local conditions affecting the Work, all the Contract Documents on file, including the instructions to Bidders, this Proposal form, the General Conditions, Special Conditions, Agreement, Bond forms, and the Detailed Specifications, Plans and all addenda and exhibits for the above described Project, and also the site of the Work, and hereby propose and agree:

2.01 UNIT PRICE BID

To furnish all labor, material, tools, equipment, utility and transportation services, and insurance; pay any and all applicable sales, use, excise or similar tax; and provide everything necessary to perform and complete in a workmanlike manner the Walnut Creek CDD Storm Water Ponds Bank Repairs Project in accordance with the plans and specifications prepared by Johnson Engineering, Inc.

BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED COST
1	Mobilization / demobilization	1	LS		10,000
2	NPDES Permit / Compliance	1	LS		
3	Turbidity Curtain	1	LS	10	5,000
4	9" to 16"	9,588	LF	28	243,250
5	Greater than 16"	7,540	LF	30	206,400
6	Littoral plants	102,950	Ea	.85	84,950
7	SOD	15,000	SY	\$3	45,000
8	BONDS (Bid, performance, and Payment)	1	LS		
TOTAL:					594,600

The depths referenced in the bid schedule above are from the plans prepared by Johnson Engineering and labeled "Storm Water Ponds Banks Repairs for Walnut Creek CDD".

2.02 EXTRA WORK

To do any and all extra work, as defined in the General Conditions, which may be ordered by the Engineer and to accept as full compensation therefore such prices as are determined pursuant to the provisions of the General Conditions.

Alternates are items of work, which at the direction of the engineer may replace or be required to be performed. The selection of an alternate material or procedure is to be performed in the same workmanlike manner as the standard bid items. The contractor may be requested to provide a unit price to perform or provide an alternate item(s).

2.03 COMPLETION SCHEDULE

Award Contract	<u>DEC</u> , 2016	12-1-16	
Commence Construction	<u>JAN</u> , 2017	1-1-16	31
Substantial Completion	<u>July</u> , 2017	7-1-16	212
Construction Completion	<u>Aug</u> , 2017	8-1-16	243

EXPERIENCE:

Provide three (3) references of previous experience for similar projects:

1. Name of Project: THE POLO CLUB - BOCA RATON FL
Contact Person: RAY MATHESON
Contact Email: RAYM@POLOCLUB.NET Contact Phone: (561) 400-6834
2. Name of Project: PELICAN MARSH - NAPLES, FL
Contact Person: JOHN VANOVER
Contact Email: JOHNJCV@YAHOO.COM Contact Phone: (239) 450-6442
3. Name of Project: BOCA LANDINGS - BOCA RATON, FL
Contact Person: RICK JORDAK
Contact Email: RJORDAK@AOL.COM Contact Phone: (561) 302-4759

WORKLOAD:

Provide a statement of your current work load conditions that will allow you to meet the time line you set forth in Section 2.03 Completion Schedule:

American Shoreline Restoration (ASR) has continuous work for 2 of our 3 diesel dredge boats until September, 2017. The third of our diver-less dredge boats is available for immediate full time service at Walnut Creek CDD. All boats are US Coast Guard approved with backup hydraulic oil containment.

ASR offers 60% interest free financing with 40% due at the completion of each lake. Repayment terms are negotiable up to 8 years.

2.04 SUBCONTRACTOR LISTING

To employ the following listed Subcontractors for the following enumerated classes of work:

SUBCONTRACTOR	CLASS OF WORK
CTN ENVIRONMENTAL	LITTORAL INSTALLATION
DUDA SOD FARMS	SOD DELIVERY

2.05 INCIDENTAL WORK

Items of work or materials required whether or not shown on the Contract Plans for the proper installation and construction of items bid under this contract and for which no units are listed on the proposal shall be considered as incidental to the items bid and the cost included therein.

2.06 BID TERM

The bid will be valid for one hundred twenty (120) days from the opening date.

IN WITNESS WHEREOF, this Proposal is executed on this 6 day of SEPTEMBER, 2016.

IN THE PRESENCE OF:

BIDDER: AMERICAN SHORELINE RESTORATION

By: WILLIAM ANDERSON

4521 PGA BLVD #134

PALM BEACH GARDENS FL

Phone: (888) 753-7633 33418

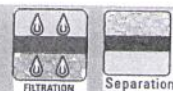
Cell: (561) 436-4446

Email: BA33418@YAHOO.COM

Witness

Witness

Mirafi® FW404



Mirafi® FW404 is composed of high-tenacity monofilament polypropylene yarns, which are woven into a stable network such that the yarns retain their relative position. Mirafi® FW404 geotextile is inert to biological degradation and resists naturally encountered chemicals, alkalis, and acids

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Mechanical Properties	Test Method	Unit	Minimum Average Roll Value	
			MD	CD
Wide Width Tensile Strength	ASTM D4595	lbs/in (kN/m)	250 (43.8)	230 (40.3)
Grab Tensile Strength	ASTM D4632	lbs (N)	400 (1780)	315 (1402)
Grab Tensile Elongation	ASTM D4632	%	15	15
Trapezoid Tear Strength	ASTM D4533	lbs (N)	150 (668)	165 (734)
CBR Puncture Strength	ASTM D6241	lbs (N)	1150 (5118)	
Apparent Opening Size (AOS) ¹	ASTM D4751	U.S. Sieve (mm)	40 (0.43)	
Percent Open Area	COE-02215	%	1.0	
Permittivity	ASTM D4491	sec ⁻¹	0.90	
Permeability	ASTM D4491	cm/sec	0.07	
Flow Rate	ASTM D4491	gal/min/ft ² (l/min/m ²)	70 (2852)	
Abrasion Resistance	ASTM D4886	% retained	60 (typical)	
UV Resistance (at 500 hours)	ASTM D4355	% strength retained	90	

¹ ASTM D4751: AOS is a Maximum Opening Diameter Value

Physical Properties	Unit	Typical Value
Mass/Unit Area (ASTM D5261)	oz/yd ² (g/m ²)	8.8 (298)
Thickness (ASTM D5199)	mils (mm)	34 (0.9)
Roll Dimensions (width x length)	ft (m)	15 x 300 (4.5 x 91)
Roll Area	yd ² (m ²)	500 (418)
Estimated Roll Weight	lb (kg)	292 (132)

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Percent Open Area (COE-02215) is not covered by our current A2LA accreditation.



365 South Holland Drive
Pendergrass, GA 30567

Tel 706 693 2226
Tel 888 795 0808

Fax 706 693 4400
www.tencate.com

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American Shoreline Restoration Inc.

4521 PGA Blvd. Suite 134 • Palm Beach Gardens, FL 33418

1 - 888 - 753 - 7633 • Email: ba33418@yahoo.com

February 13, 2017

Walnut Creek Community Development District

C/O Special District Services Inc.

Gloria Perez, District Manager

8785 SW 165th Avenue, Suite 200

Miami, Florida 33193

via email to: gperez@sdsinc.org

RE: Walnut Creek CDD Lake Bank Restoration

Bid Extension Review - Repayment Terms

American Shoreline Restoration (ASR) has been presented with, and is agreeable to, extension of ASR credit with repayment terms within a 5 year span for the lake bank restoration project at Walnut Creek CDD (WCCDD). The implied repayment in full is within 5 years. This extension will include 60% interest free balance due repayment with a 40% deposit, and 5 year (60 month) equal monthly repayment installments. Repayment installments will begin at project commencement. There is no penalty for early loan repayment. The cost will be the original bid amount of \$594,600.

Due to new workload estimates, the project can be completed in its entirety from beginning to end if so desired by ASR, or completed over a 2 year span.

ASR will add \$3 incrementally (divided by the # of phases) to the cost per linear foot if the project work (and repayment) is extended in phases over the multiple years. For example, a maximum of 5 phases would include an additional $\frac{1}{5}$ th of \$3 = .60 cents additional per linear foot cost for each of the 5 phases. Each phase needs to be completed in consecutive years. Repayment should begin at the commencement of work on each phase.

The start of work for either option should begin by February, 2018.

The above Bid Extension Review is drawn as a guideline for discussion.

Best Regards,

electronically signed -

William Anderson

William Anderson - President / Owner

American Shoreline Restoration Inc.



AMERI-2

OP ID: IL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cove Insurance, Inc.
1201 US Hwy. 1, Suite 200A
North Palm Beach, FL 33408
Charles R. Higgins

CONTACT NAME: Charles R. Higgins

PHONE (A/C, No, Ext): 561-775-7076

FAX (A/C, No): 561-775-7086

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Scottsdale Insurance Co.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
American Shoreline
Restoration Inc.
4521 PGA Blvd., #134
Palm Beach Gardens, FL 33418

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CPS2606002	01/21/2017	01/21/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Special District Services, Inc., is listed as additional insured with respect to the General Liability.
Email: gperez@sdsinc.org

CERTIFICATE HOLDER

CANCELLATION

Special District Services, Inc
2501A Burns Road
Palm Beach Gardens, FL 33410

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PRODUCER
Cove Insurance, Inc.
1201 US Hwy. 1, Suite 200A
North Palm Beach, FL 33408
Charles R. Higgins

CONTACT NAME: Charles R. Higgins

PHONE (A/C, No, Ext): 561-775-7076

FAX (A/C, No): 561-775-7086

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Scottsdale Insurance Co.

INSURER B:

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INSURER D:

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INSURER F:

INSURED
American Shoreline
Restoration Inc.
4521 PGA Blvd., #134
Palm Beach Gardens, FL 33418

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		CPS2606002	01/21/2017	01/21/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Walnut Creek Community Development District is listed as additional insured with respect to the General Liability.
Email: gperez@sdsinc.org

CERTIFICATE HOLDER

CANCELLATION

Walnut Creek Community
Development District C/o
Special District Services, Inc
2501A Burns Road
Palm Beach Gardens, FL 33410

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2017

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PRODUCER Superior Insurance DBA Capricorn Coverage 2929 N. University Dr, Ste 107 Coral Springs FL 33065	CONTACT NAME: Capricorn Coverage PHONE (A/C, No, Ext): (561) 499-3922 E-MAIL ADDRESS: ANITA@CITYINS.NET FAX (A/C, No): (561) 499-3716
INSURED AMERICAN SHORELINE RESTORATION 4521 PGA BLVD. #134 Palm Beach Gardens FL 33418	INSURER(S) AFFORDING COVERAGE INSURER A: Technology Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL1712109715**REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	TWC3613135	03/12/2017	03/12/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)LANDSCAPING ALONG SHORELINE
*WILLIAM ANDERSON IS EXEMPT FROM WORK COMP COVERAGE**CERTIFICATE HOLDER****CANCELLATION**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT C/O
SPECIAL DISTRICT SERVICES, INC
2501 A BURNS ROAD
PALM BEACH GARDENS FL 33410

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**FIRST AMENDMENT TO
STORMWATER PONDS BANK REPAIR AGREEMENT**

THIS FIRST AMENDMENT TO STORMWATER PONDS BANK REPAIR AGREEMENT ("First Amendment"), made and entered into this 8th day of March, 2018, by and between:

WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the City of Pembroke Pines, Broward County, Florida, whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410, party of the first part (hereinafter "District");

and

AMERICAN SHORELINE RESTORATION, INC., a Florida corporation, having its principal office located at 4521 PGA Blvd., Suite 134, Palm Beach Gardens, Florida 33418 (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the District and the Contractor entered into an Agreement for Stormwater Ponds Bank Repairs and related work (the "Work"), dated December 19, 2017, (the "Agreement"); and

WHEREAS, the Contractor has proposed a change order to the Work to eliminate the littoral plantings and coconut mat, install additional protection at the bottom edge of the geotubes, extend the warranty of the remaining construction elements from ten (10) years to fifteen (15) years and deduct \$84,950.00 from the total contract amount; and

WHEREAS, the District's Engineer recommends approval of the Contractor's proposed change order and being in the best interests of the District; and

WHEREAS, the District and the Contractor have agreed to amend the Agreement to provide for a reduction of the total contract amount by \$84,950.00 and an extension of the warranty period of the remaining construction elements from ten (10) years to fifteen (15) years.

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

Section 1. The recitals stated herein are true and correct and by this reference are incorporated into and form a material part of this First Amendment.

Section 2. Section 3.A. of the Agreement is hereby amended and replaced as follows:

Owner agrees to compensate the Contractor in accordance with the terms and conditions set forth in the Agreement and Exhibits, a total amount not to exceed **FIVE HUNDRED NINE THOUSAND SIX HUNDRED FIFTY AND 00/100 (\$509,650.00) DOLLARS**, in accordance with the following payment schedule:

1. **\$237,840.00** deposit upon the execution of the Agreement; and
2. **\$5,946.00** per month for the remaining months due to date or until total amount is paid in full.

Remaining to date balance will consist of forty-three (43) payments at \$5,946.00 and one (1) final payment in the amount of \$4,240.00 (the total amount may be paid off earlier than the months remaining).

Section 3. Section 12 of the Agreement is hereby amended and replaced as follows:

The Contractor fully warrants its installation work as well as the materials utilized for the project for a period of fifteen (15) years after final acceptance by the District, which warranty protects against slippage and product defects to geo-tubes, but which warranty excludes damages directly attributable to natural disasters, acts of God, or damage caused by other persons. The Contractor shall provide all labor, equipment, and materials necessary to remedy any such defect(s). Any defects noted within this time period shall be timely corrected by Contractor at Contractor's expense. Contractor shall make the necessary corrections within forty-five (45) days of receipt of the written notice from District.

Section 4. The parties hereby agree that this First Amendment shall be effective as of March 8, 2018 (the "Effective Date").

Section 5. In all other respects not specifically amended by this First Amendment, the Agreement shall remain in full force and effect.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this First Amendment and further agree that it shall take effect as of the Effective Date defined herein.

WALNUT CREEK COMMUNITY
DEVELOPMENT DISTRICT


ATTEST:


Secretary/Assistant Secretary

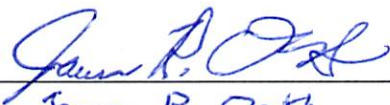
By: 
Chairperson

8 day of March, 2018

AMERICAN SHORELINE
RESTORATION, INC.


Gerald E. Ward
Print Name

By: 
Print: William Anderson
Title: PRESIDENT


James R. Oeth
Print Name

8 day of March, 2018

(CORPORATE SEAL)

**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
MAY 9, 2017**

Mr. Marshall provided the District with two proposals in which he has offered to provide repairs and painting of the monuments as a one-time monument project, as well as providing pressure cleaning services for the areas being considered during the last few meetings. These proposals were forwarded to District Counsel and the District can enter into a small project agreement with the HOA, which would allow the HOA to take on said projects, which would thereby provide a savings to the community since the HOA uses the services for the Clubhouse. The pressure cleaning is inclusive of the Taft Street Guardhouse, Pavilion and Bridge Walls. The Sheridan Street Guardhouse, Gates and Sheridan Monument Sign, Walls, roof tiles, pavers and trellis are included in structures, where applicable.

A **MOTION** was made by Chairperson Levenson, seconded by Supervisor Munju and unanimously passed approving the offer made by the Walnut Creek HOA to engage in a Small Project Agreement, which authorizes the HOA to pressure clean the Pavilion and Guardhouses and also includes the painting of monuments in an amount totaling \$7,575.00; and further authorizes District Counsel to prepare the Small Project Agreement and for District management to execute said Agreement on behalf of the District.

I. FIELD MAINTENANCE/CAPITAL IMPROVEMENTS
1. Discussion with American Shoreline

Per the request of the Board Bill Anderson of American Shoreline attended this meeting and addressed the Boards questions and concerns pertaining to the Restoration Project and regarding American Shoreline's professional experience and expertise in the field. During this lengthy discussion Mr. Anderson welcomed the Board to visit projects completed by American Shoreline, asking that he be notified prior to the visits in order to facilitate access to the gated communities or private properties. The topic pertaining to the Boards concerns with existing repairs conducted by other at the West side of Pond #6 were discussed with Mr. Anderson, and Mr. Anderson stated that he would try to make corrections to the work conducted by other at no additional cost to the District while working on that lake to create a more esthetically pleasing result. Adding that the finished product he would be providing under the specifications of the awarded project would not result in what is presently seen at the Pond #6 repairs. Also mentioning that he uses additional Geotubes "bags" verses concrete bags to achieve the desired slope. District Engineer Tilton clarified for the Board that the work performed at Pond #6 (consisting 125') is not the same as specified in the Restoration Project approved by the Board. Mr. Anderson provided clarification that the Warranty is for 15 years and includes labor and materials and that nothing would void the Warranty. Should repairs be required under Warranty, said repairs would be completed within 2 to 3 weeks from dated reported weather permitting. Mr. Anderson confirmed having been in business for over 15 years with zero Geotube failures on any of the American Shoreline Projects. District Engineer Tilton provided confirmation that the District will be required to issue a Permit through the City of Pembroke Pines for the said project.

**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
MAY 9, 2017**

A discussion regarding the number of District Engineer inspections to be conducted during this process on either weekly or bi-weekly basis depending on the stage of the work being conducted. District Counsel added that the Engineer reports will be required to be provided to the Trustees.

2. Update on Pond #4 Metal Pipe Repair

District Engineer Andy Tilton advised the Board that he has been looking into other alternatives to this project.

3. Irrigation/Water Usage Update – South Florida Water Management District

The Irrigation/Water Usage report was presented in the meeting book and briefly reviewed by District Engineer Tilton.

4. Landscape Report from Mainguy Landscape Services

The Landscape Report was presented in the meeting book and Rob Mainguy mentioned that tree pruning would be conducted during May and June.

5. Discussion on Visitor Parking Areas (ADDED ITEM)

Mrs. Perez indicated that this item pertained to a credit offered to the District by Mainguy via e-mail back on July 22, 2015, (said e-mail was distributed to the Board via a handout), when the District originally considered transferring the visitor parking spaces and responsibilities of same to the HOA. Mrs. Perez noted that now that HOA and the District have entered into an agreement, she would like to coordinate with the HOA to ensure the areas are being completely maintained and to ask Mainguy Landscaping to issue the referenced reduction by asking the Board to authorize District Counsel to prepare an amendment to the current landscaping agreement. A brief discussion ensued after which the following motion was made:

A **MOTION** was made by Chairperson Levenson, seconded by Supervisor Kagan and unanimously passed approving an Amendment to the current Landscaping Agreement with Mainguy Landscaping which will reduce the service costs for Visitor Parking areas no longer maintained by the District; and further authorizes District Counsel to prepare said Amendment and for District management to execute said Amendment on behalf of the District.

Supervisor Kagan then asked the Board to consider going out for bids on the landscaping services. He indicated that this request did not pertain to the quality of the work being provided, but rather for the purpose of gathering competitive pricing. Chairman Cook stated that he did not see the need for a bid process, which is costly in and of itself, when the services currently being provided have been provided for several years without any increases to the agreement. Vice Chairperson Levenson added that the District had gone out for unofficial pricing months ago and that all the bids submitted were higher than those in the current agreement. District Counsel Wald briefly went over the bid process.

**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
DECEMBER 5, 2017**

As is procedurally done, Financial Reports as of October 2017 were presented in the meeting books and reviewed: Monthly Financial Report - Operating Fund (actual revenues and expenditures with fund balances and availability); September and October 2017 Check Registers; Balance Sheet; Debt Service Profit and Loss YTD Comparisons/Report; Tax/Assessment Collections; Capital Expenditure Recap through October 2017.

Available Operating Funds as of October 31, 2017, reflect: \$499,255.53.

A motion of ratification of the financials or any further discussion was requested:

A **MOTION** was made by Supervisor Ross, seconded by Vice Chairperson Levenson and passed unanimously to ratify and approve the financials, as presented.

H. NEW/ADDITIONAL BUSINESS

1. Consider Approval of District Engineer Agreement

The District Engineer Agreement was presented in the meeting book and the representatives from Craig A. Smith & Associates were present to introduce themselves and address any questions of the Board.

A **MOTION** was made by Vice Chairperson Levenson, seconded by Supervisor Ross and passed unanimously approving the District Engineer Agreement, as presented, to engage in the services of Craig A. Smith & Associates, Inc., as the District's Engineer.

2. Consider Approval of American Shoreline Agreement

The American Shoreline Agreement was presented in the meeting book for the Board's review and consideration. A discussion ensued after which;

A **MOTION** was made by Supervisor Munju, seconded by Supervisor Ross and passed unanimously approving the agreement with American Shoreline Restoration, in its substantial form, for the Stormwater Pond Bank Project in the total amount of \$594,600; thereby authorizing District management to execute on behalf of the District.

District management was asked to request a work schedule from American Shoreline so that it could be posted at the Clubhouse and/or distributed via HOA email blasts.

I. FIELD MAINTENANCE/CAPITAL IMPROVEMENTS

1. Irrigation/Water Usage Update – South Florida Water Management District (SFWMD)

The Irrigation/Water Usage Report was presented in the meeting book.

2. Landscape Report from Mainguy Landscape Services

**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
FEBRUARY 6, 2018**

There being none, a **MOTION** was made by Supervisor Ross, seconded by Vice Chairperson Levenson and unanimously passed to approve the minutes of the December 5, 2017, Regular Board Meeting, as presented.

G. ADMINISTRATIVE MATTERS

1. Financial Update

As procedurally done, Financial Reports through December 2017 were presented in the meeting books and reviewed: Monthly Financial Report - Operating Fund (actual revenues and expenditures with fund balances and availability); November and December 2017 Check Registers; Balance Sheet; Debt Service Profit and Loss YTD Comparisons/Report; Tax/Assessment Collections; Capital Expenditure Recap through December 2017.

Available Operating Funds as of December 31, 2017, reflect: \$1,481,994.51.

A motion of ratification of the financials or any further discussion was requested:

A **MOTION** was made by Vice Chairperson Levenson, seconded by Supervisor Munju and passed unanimously to ratify and approve the financials, as presented.

H. NEW/ADDITIONAL BUSINESS

1. Consider Approval of Craig A. Smith & Associates – Lake Bank Restoration Agreement

The District Engineer Agreement for services pertaining to the Stormwater Ponds Bank Repairs Project was presented in the meeting book. A lengthy discussion ensued after which;

A **MOTION** was made by Vice Chairperson Levenson, seconded by Supervisor Ross approving the proposed estimate letter dated January 24th 2018, to engage in the service of Craig A Smith & Associates, Inc., to provide Engineering Services for the Lake Bank Restoration Project, as specified. The **MOTION** carried on a vote of 4 to 1 with Supervisor Kagan dissenting.

I. FIELD MAINTENANCE/CAPITAL IMPROVEMENTS

1. Irrigation/Water Usage Update – South Florida Water Management District (SFWMD)

The irrigation/water meter reading was presented in the meeting book and the Irrigation/Water Usage Report was distributed via handout by the District Engineer.

2. Landscape Report from Mainguy Landscape Services

The landscape reports were distributed via handout by Mainguy.

3. Consider Approval of Mainguy Proposal for Check Valve at West Pump Station



**WALNUT CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

**BROWARD COUNTY
SPECIAL BOARD MEETING
MARCH 8, 2018
5:00 P.M.**

Special District Services, Inc.
8785 SW 165th Avenue, Suite 200
Miami, FL 33024

www.walnutcreekcdd.org
786.347.2711 ext. 2011 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
WALNUT CREEK
COMMUNITY DEVELOPMENT DISTRICT
Walnut Creek Clubhouse
7500 NW 20th Street
Pembroke Pines, Florida 33024
SPECIAL BOARD MEETING
March 8, 2018
5:00 p.m.

A. Call to Order

B. Proof of Publication.....Page 1

C. Establish Quorum

D. Public Comments

E. New/Additional Business

1. American Shoreline Design Change Recommendation Specs & Presentation.....Page 2
2. District Engineer Memorandum and Opinion.....Page 10
3. Consider Approval of Design Change to the Stormwater Ponds Bank Repair Project
4. Consider Approval of Change Order #1 and Amendment to American Shoreline Agreement.....Page 13
5. Reference Map of Lakes.....Page 16

F. Additional Staff Updates/Requests

1. Attorney
2. District Manager

G. Additional Board Member/Public Comments

H. Adjourn

www.walnutcreekcdd.org

Broward Daily Business Review

March 1, 2018

Miscellaneous Notices

WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT NOTICE OF SPECIAL BOARD MEETING

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Walnut Creek Community Development District will hold a Special Board Meeting on March 8, 2018, at 5:00 p.m. at the Walnut Creek Community Clubhouse located at 7500 NW 20th Street, Pembroke Pines, Florida.

The purpose of the Special Board Meeting is for the Walnut Creek Community Development District to obtain information and consider approval of a design change to the American Shoreline Restoration, Stormwater Ponds Bank Repair Project. The Special Board Meeting is open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Agenda for this Special Board Meeting may be obtained on the district's website or by contacting the District Manager at 786-347-2711 and/or toll free at 1-877-737-4922.

From time to time one or two Supervisors may participate by telephone; therefore, at the location of the Special Board Meeting there will be a speaker telephone present so that interested persons can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication. The Special Board Meeting may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at this Special Board Meeting, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at this Special Board Meeting should contact the District Manager at 786-347-2711 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular Special Board Meeting.

Meetings may be cancelled from time to time without advertised notice.

WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT

www.walnutcreekcdd.org

3/1 18-41/0000300930B

American Shoreline Restoration Inc.

4521 PGA Blvd. Suite 134 • Palm Beach Gardens, FL 33418
1 - 888 - 753 - 7633 • FAX (561) 622 - 4848 • Email: ba33418@yahoo.com

February 26, 2018

Walnut Creek Community Development District
C/O Special District Services Inc.
Gloria Perez, District Manager
8785 SW 165th Avenue, Suite 200
Miami, Florida 33193

RE: Walnut Creek CDD Stormwater Ponds Bank Repair

Increased Geo-tube Protection Specifications

The following specifications are presented as a longer lasting alternative for the Lake Bank Repair at Walnut Creek CDD (WCCDD). These specifications were developed by American Shoreline Restoration, (ASR) to extend the life of the geo-tube installation to an estimated 40+ years. The increased protection measures presented here were NOT included in the original WCCDD geo-tube installation design.

The ASR design provides increased protection both above and below the permanent geo-tube, which is the main component of the geo-tube system.

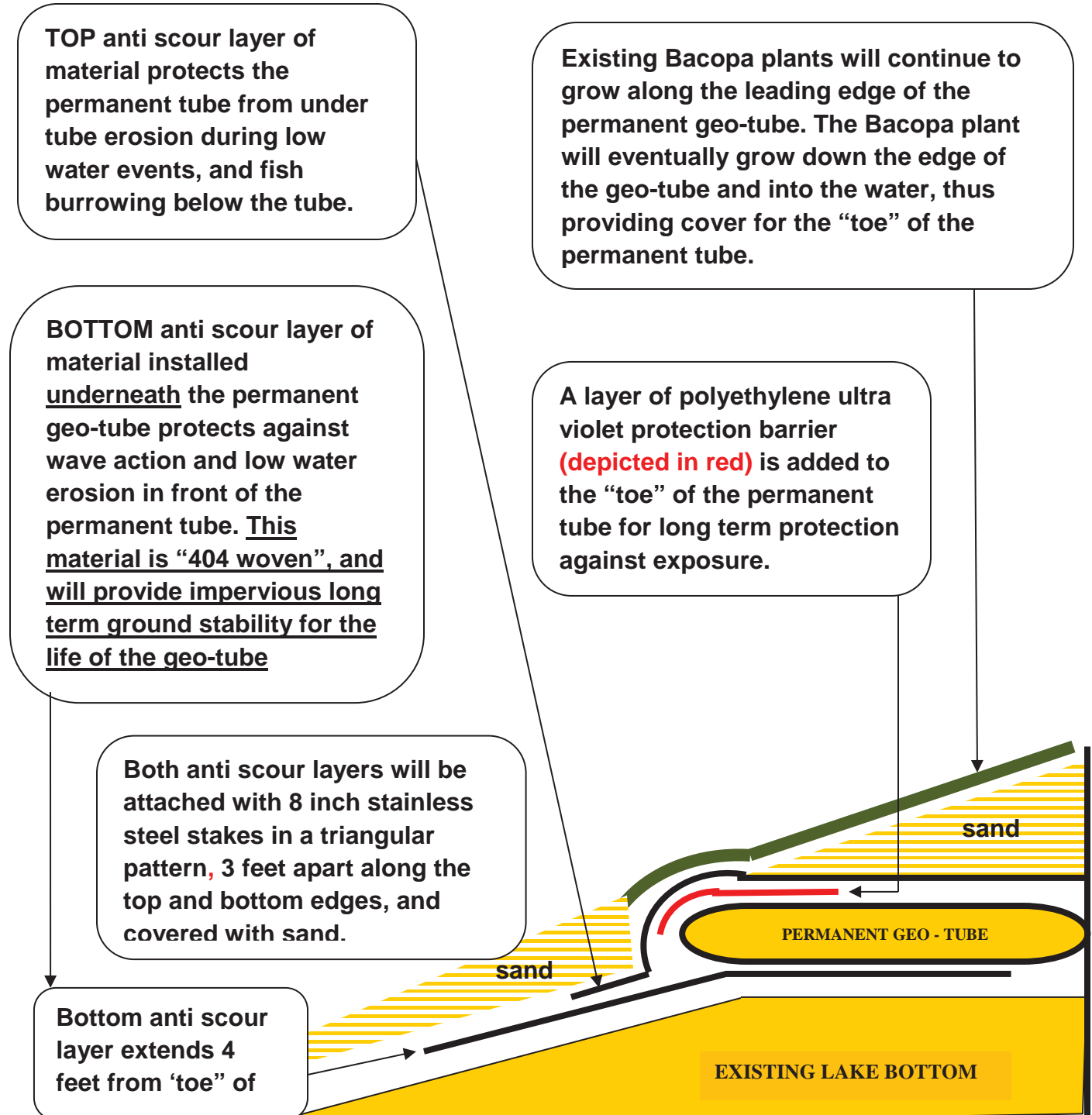
The increased protection is installed in the exact area where the littoral plants would be placed, and eliminates the need for the plants. ASR will therefore return to WCCDD, \$84,950.00, according to the "Item Description" amount listed for "Littoral plants" on line 6 of the ASR Bid Schedule.

ASR will add 5 years of warranty protection (15 years total) to the geo-tube installation at WCCDD, with the approval of the increased protection presented here.

The increased protection is impervious to ALL future issues that are going to take place at Walnut Creek. These issues include: 1) Continuously changing water levels due to heavy tropical rains and drought; 2) Continuous wave action, especially during hurricanes; 3) Present or future Grass Carp, that consume ALL littoral plants; 4) Accidental lake maintenance overspray that kills the plants; 5) Elimination of continuous littoral maintenance fees; 6) Provide funds to replenish the original (mostly missing) "mitigation" littorals.

(Walnut Creek CDD Increased Geo-tube Installation Specifications - page 1 of 2)

ASR increased protection installation specifications:



(Walnut Creek CDD Increased Geo-tube Installation Specifications - page 2 of 2)














MEMORANDUM

TO: Gloria Perez, WCCDD Manager
FROM: James Orth, P.E., District Engineer 
DATE: February 28, 2018
RE: Contractor Proposed Change Order #1; Deduct Littoral Plantings
Storm Water Ponds Bank Repairs Project

Johnson Engineering's design and the resulting contract included two distinct elements; the geo-tubes along with the sod and re-shaping above the normal water line and the littoral plantings including the coconut fiber mesh and associated sloping of the banks under the normal water line. The purpose of the geo-tubes is to protect the slopes from the water's edge landward. The purpose of the littoral plantings and coconut mat is to protect the slopes from the edge of normal water level down into the water.

The contractor has proposed a change order to the contract to eliminate the littoral plantings and coconut mat, install additional protection at the bottom edge of the geo-tubes, extend the warranty of the remaining construction elements from 10 years to 15 years and deduct \$84,950 from the total contract amount (see attached).

This memorandum is written to outline the benefits and consequences of the proposed changes to the design which should be reviewed to assist the WCCDD Board in their decision-making process.

As mentioned above, the coconut mat and littoral planting element of the design protects the shoreline from the normal water level (NWL) down to 1 foot below the NWL. The coconut mat serves as a temporary covering to limit the sand from washing away while the littoral plants are getting established and the littoral plants are used to establish a root mass which will hold the sand in place for the long term. Properly designed and maintained, the system provides an economical solution to the naturally occurring erosion process.

Littoral systems occur naturally in undeveloped lakes and streams. Littoral systems provide fish and wildlife habitat for foraging and spawning.

Applied in an urban, residential setting, littoral systems face challenges different than those found in naturally occurring systems. Nutrients used to fertilize lawns and landscaping provide a desirable environment for many non-native and more aggressive plant species. Lakes in these

environments are generally designed for stormwater treatment and attenuation, thus water levels fluctuate more than in naturally occurring lakes and streams. Landscape and lake maintenance personnel generally eradicate anything at the lakes edge to try and maintain a sandy beach appearance unless specially instructed and/or trained to discern between desirable and undesirable species. Unless educated, some residents may see the vegetation as weeds and complain or eradicate those found behind their homes. In short, the littoral system is a living system which depends on the proper selection and placement of plant species and proper maintenance.

In order to maximize the effectiveness the proposed littoral system the following commitments are required;

1. The proper selection and placement of plant species for the water levels and fluctuations which occur in the ponds.
2. Educating landscape and pond maintenance staff to properly care and maintain the littoral plantings.
3. Educating residents to understand the benefits of the plants to obtain community acceptance of the presence of littoral plantings around the pond. Understanding these plants will be above the water, at the ponds edge during the normally dry season, when ponds are low.
4. Commitment to maintaining the littoral plants (estimated at \$500 per month).

Under the current contract, the contractor has a 10-year warranty period. This warranty does not apply to the littoral plants. Under the contractor's bid and subsequent contract, the District's initial investment in the littoral system is valued at \$84,950. Therefore, the District must make the commitments outlined above in order to protect the initial investment for the system to function as designed.

In order to avoid the risks for both the contractor and WCCDD, the contractor has proposed the alternative outlined in the attached "**Increased Geo-tube Protection Specifications**" prepared by the contractor, American Shoreline. The contractor has proposed additional physical barriers aimed at preventing future scouring in front of the geo-tubes, increase the warranty period for an additional 5 years (total 15 years) and reduce the contract amount by \$84,950. The only readily identifiable drawback is the potential for the exposed sand on top of the anti-scour layers, as shown herein to eventually erode away, leaving the layers exposed (see figure 1 below). Under low water conditions this area may be exposed. Under normal water levels the material should be under 6-18 inches of water and not readily visible.

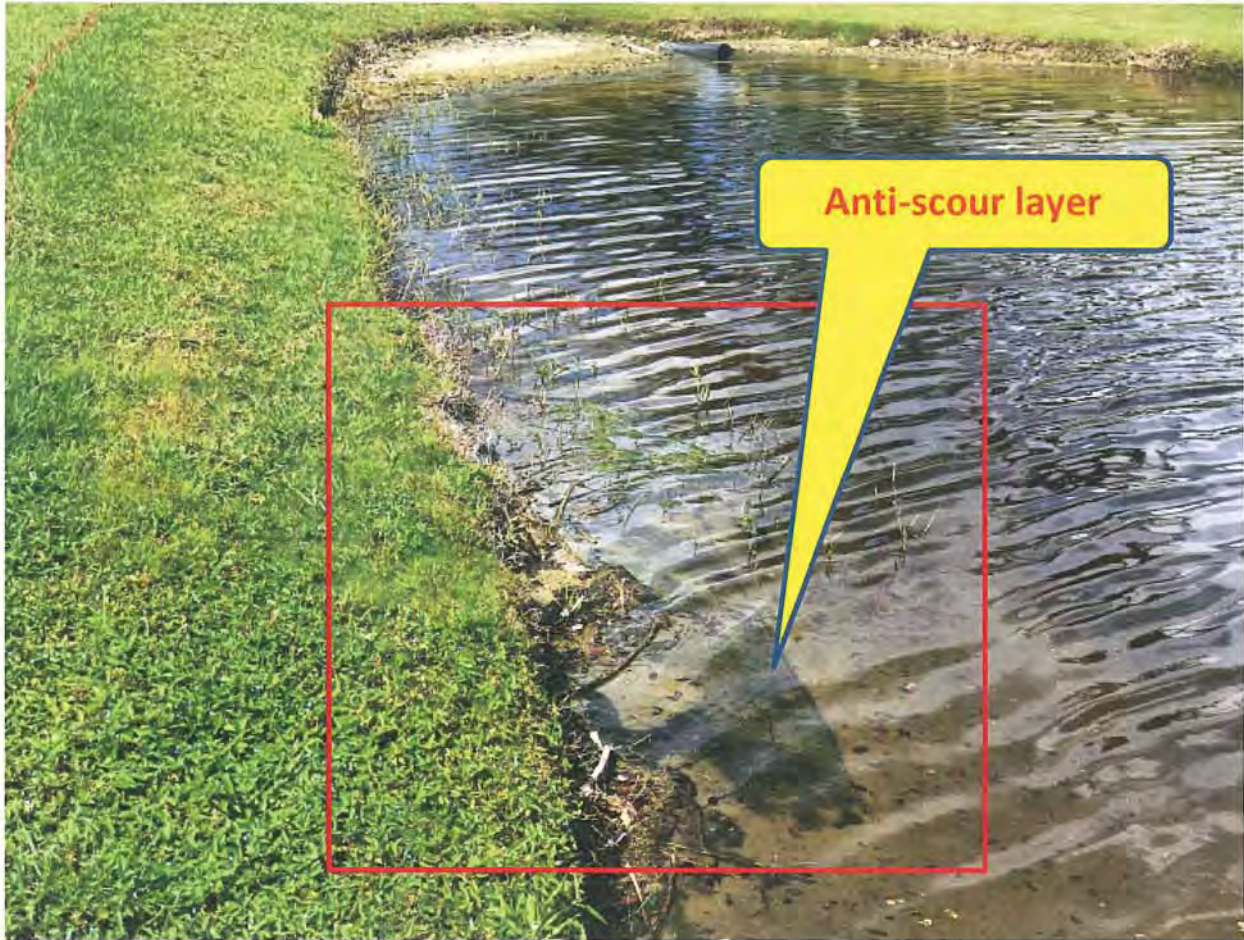


Figure 1- Picture showing exposed anti-scour layer

As the District's engineer it is my opinion that the added protection measures and warranty period provides comparable slope protection at reduced risk, initial investment and long term cost. Therefore, I recommend approval of American Shoreline's proposed Change Order #1.



CRAIG A. SMITH & ASSOCIATES

7777 Glades Road • Suite 410 • Boca Raton, Florida 33434

CONSULTING ENGINEERS • SURVEYORS • UTILITY LOCATORS • GRANT SPECIALISTS

WWW.CRAIGASMITH.COM

February 28, 2018

Walnut Creek Community Development District
Attn: Gloria Perez, District Manager
C/O SDS, INC
8785 S.W. 165th Ave, Suite 200
Miami, FL 33193

Storm Water Ponds Bank Repairs Project
Change Order #1
CAS Project No. 17-1975

Dear Ms. Perez:

In accordance with the contract documents, Craig A. Smith & Associates (CAS) has prepared the attached Change Order #1 for review and approval by Walnut Creek Community Development District (WCCDD). The contractor has proposed a change order to the contract to eliminate the littoral plantings and coconut mat, install additional protection at the bottom edge of the geo-tubes, extend the warrantee of the remaining construction elements from 10 years to 15 years and deduct \$84,950 from the total contract amount (see attached).

Please review the attached Change Order number 1, and if you are in agreement, sign, scan and return for distribution.

If you have any questions or comments, please feel free to contact me.

Respectfully;

Craig A. Smith and Associates
James R. Orth, P.E.
District Engineer

c:
Attachment

\\cas-depot\Projects\Districts\Walnut_Creek_Community_Dev\17-1975-1GP_Lake Slopes\05-Construction\Mgt\Documents\Change

SECTION 00931
CHANGE ORDER

DATE OF ISSUANCE: March 8, 2018

No. #01

PROJECT: WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
STORM WATER PONDS BANK REPAIRS
CAS PROJECT No. 17-1975

OWNER: WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
C/O SDS, INC
8785 S.W.165TH AVE, SUITE 200
MIAMI, FL 33193

CONTRACTOR: AMERICAN SHORELINE, INC

ENGINEER: CRAIG A. SMITH & ASSOCIATES

CONTRACT FOR: STORM WATER PONDS BANK REPAIRS

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS.

DESCRIPTION: Removal of the following bid item from Bid Contract:

Item #6 from the Bid Form; Littoral Plants (includes coconut mat as shown on the typical section of the Bid Plans.

Add 5 years to the warranty (Section 12) for a total of 15 years after final acceptance subject to the same terms.

TOTAL DEDUCT: \$84,950.00

=

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price	Original Contract Time
\$ 594,600.00	365 Days
Previous Change Orders	Net change from previous Change Orders
None	None

Contract Price prior to this Change Order \$ 594,600	Contract Time prior to this Change Order 365 Days
Net decrease of this Change Order \$84,950	Net Increase/decrease of this Change Order 0 Days
Contract Price with all approved Change Orders \$509,650	Contract Time with all approved Change Orders 365 Days

RECOMMENDED :

By

CRAIG A. SMITH & ASSOCIATES

ACCEPTED :

By

CONTRACTOR

APPROVED :

By

OWNER

END OF SECTION

**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL BOARD MEETING
MARCH 8, 2018**

3. Consider Approval of Design Change to the Stormwater Ponds Bank Repair Project

Each Board Member expressed their opinion regarding the project and the alternate design modification. All parties on the Board were in favor of the modification, which would eliminate the current specifications calling for the installation of coconut matting and littoral plantings and replacing it with additional installation increased Geo-tube protection to prevent scouring in front of the geo-tubes.

District Counsel noted that the Engineer Memo also mentioned an alternate and reviewed the following for clarification with the Board:

- That the alternate method being recommended does not change the specified outcome to the project; thereby omitting the coconut mat and littoral plants for the installation of 404 woven material.
- The District and the Contractor entered into an Agreement for Stormwater Ponds Bank Repairs and related work dated December 19, 2017;
- The Contractor has proposed a change order to the work to eliminate the littoral plantings and coconut mat, install additional protection at the bottom edge of the geo-tubes, extend the warranty of the remaining construction elements from ten (10) years to fifteen (15) years and deduct \$84,950 from the total contract amount;
- The District's Engineer recommends approval of the Contractor's proposed change order and agrees that it would be in the best interest of the District; and
- The District and the Contractor have agreed to amend the Agreement to provide for a reduction of the total contract amount by \$84,950 and an extension of the warranty period for the remaining construction elements from ten (10) years to fifteen (15) years.

4. Consider Approval of Change Order #1 and Amendment to American Shoreline Agreement

Mrs. Perez presented the Board with the following breakdown:

Walnut Creek Community Development District
American Shoreline Restoration Agreement - Project Modification to Design
Payment Term Options as of March 2018

American Shoreline Restoration Agreement Payment Terms and Alternate Options for Payment methods should the Board elect to modify/amend the agreement thereby reducing the agreement cost by \$84,950 with the removal of the littoral plantings;

**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL BOARD MEETING
MARCH 8, 2018**

A. CALL TO ORDER

District Manager, Gloria Perez, called the March 8, 2018, Special Board Meeting of the Walnut Creek Community Development District to order at 5:11 p.m. at the Walnut Creek Clubhouse located at 7500 NW 20th Street, Pembroke Pines, Florida 33024.

B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Special Board Meeting had been published in the *Broward Daily Business Review* on March 1, 2018, as legally required.

C. ESTABLISH A QUORUM

Mrs. Perez determined that the attendance of the following Supervisors constituted a quorum and it was in order to proceed with the meeting: Chairman William Cook, Vice Chairperson Elina Levenson and Supervisors Zalman Kagan, Betty Ross and Ali Munju.

Staff in attendance included: District Manager Gloria Perez of Special District Services, Inc.; General Counsel Ginger Wald of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.; and District Engineer Jim Orth of Craig A. Smith & Associates.

Also in attendance was Bill Anderson of American Shoreline and members of the Public.

D. PUBLIC COMMENT

There was no public comment.

E. NEW/ADDITIONAL BUSINESS

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA.

1. Consider American Shoreline Design Change Recommendation Specs & Presentation

Bill Anderson of American Shoreline presented his recommendations for modifications to the existing specification pertaining to an alternate option that would omit the installation of the coconut matting and littoral plantings while referring to the information provided in the meeting book. He followed his presentation with a questions and answers session.

2. District Engineer Memorandum and Opinion

Mr. Orth's opinion was provided in the meeting book. He made comments regarding the presented modifications and addressed the Boards questions pertaining to said modifications.

**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL BOARD MEETING
MARCH 8, 2018**

SECTION 3. COMPENSATION.

A. Owner agrees to compensate the Contractor in accordance with the terms and conditions set forth in this Agreement and Exhibits, a total amount not to exceed **FIVE HUNDRED NINETY-FOUR THOUSAND SIX HUNDRED AND 00/100 (\$594,600.00) DOLLARS**, in accordance with the following payment schedule:

1. **\$237,840.00** deposit upon the execution of the Agreement; and
2. **\$5,946.00** per month for a maximum of sixty (60) months until full payment of \$356,760 remaining due under the Agreement (this amount may be paid off earlier than 60 months set forth herein).

Breakdown:

Original Contract amount approved	\$ 594,600.00
Deposit Paid	<u>\$ 237,840.00</u>
Remaining Balance after Deposit Payment	\$ 356,760.00
Two (2) Monthly Installments have been Paid to Date as of Feb 2018	<u>\$ 11,892.00</u>
Remaining Balance to Date is	\$ 344,868.00
Change Order #1 Credit	<u>\$ 84,950.00</u>
Remaining Balance	\$ 259,918.00

The Board will need to determine how to address the changes in payment terms; Option 1 to reduce number of payments or Option 2 to reduce monthly amount.

OPTION 1

Taking the remaining balance of \$259,918 and dividing it by 43 payments of \$5,946.00 and one final payment for the remaining balance of \$4,240.00, thereby reducing the number of remaining payments from 58 to 44. Which equals to a reduction of 14 months (a year and two month less than originally anticipated)

OPTION 2

Would be to remain with the current monthly term which consists of 58 months as of this date. Breaking down the monthly payments to \$4,481.34, thereby reducing the monthly amount by \$1,464.66.

**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL BOARD MEETING
MARCH 8, 2018**

After a lengthy discussion, the following motion was made:

A **MOTION** was made by Vice Chairperson Levenson, seconded by Supervisor Ross and unanimously passed to approve the 1st Amendment to the Agreement with American Shoreline Restoration, as presented, with the alternate application, omitting the coconut matting and littoral plantings with the 404 woven material, as detailed above, with an extension to the warranty, thereby adding an additional five (5) year warranty period and amending the cost to reflect a reduction in the amount of \$84,950.00; applicable by reducing the number of monthly payments.

5. Reference Map of Lakes

This map was used as a means of reference for discussion purposes.

F. ADDITIONAL STAFF UPDATES/UPDATES

1. Attorney

There were no updates from District Counsel.

2. District Manager

There were no updates from the District Manager.

G. ADDITIONAL BOARD MEMBER/PUBLIC COMMENTS

There were no additional Board Member or public comments.

H. ADJOURNMENT

There being no further business to come before the Board, the Special Board Meeting was adjourned at approximately 5:55 p.m. on a **MOTION** made by Vice Chairperson Levenson, seconded by Supervisor Ross. Upon being put to a vote, the **MOTION** carried unanimously.

ATTESTED BY:


Secretary /Assistant Secretary


Chairman/Vice-Chair

P R O P O S A L

Date: May 5, 2023
From: Walnut Creek Community Association, Inc.
To: Walnut Creek Community Development District
Re: Repair & Maintenance of the District Monuments

Repair (Total Price: \$10,750.00) -

Pressure clean, foam patch, remove the rust, fix the letters, prime, and paint (with 2 coats) the 15 monument signs in Walnut Creek Community, specifically located at the following:

Willows Reach (1)

Mahogany Bend (1)

Maple Glen (4)

Maple Grove (2)

Park South (2)

Park North (4)

Sheridan Entrance (1)

Annual Maintenance (Price: \$5,500.00)

Pressure clean, and do minor stucco repairs and touch-up repaint on the enumerated monuments.

<p align="center">Walnut Creek CDD</p> <p align="center">Shelves Installation for Taft ST. Guardhouse Closet</p>		
--	--	--

Arking Solutions	AVH Services	The Trusty Handyman
------------------	--------------	---------------------

Provide and install 4 custom wood shelves for Taft Guardhouse Storage Closet.		
---	--	--

Total Cost:	Total Cost:	Total Cost:
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\$950.00	\$1850.00	\$720.00
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Picture provided by “The Trusty Handyman” – Only use for reference.



March 15, 2023

Att. Mr. Ronald Galvis
Fiel Operations Manager.
Special District Services, Inc.

Ref: WALNUT CREEK GUARDHOUSE TAFF
SHELVES FOR STORAGE.

ARKING SOLUTIONS INC. is pleased to submit the following proposal to provide the services required for “4 Wood Shelves for the Storage”

SCOPE OF WORK:

Furnish Material, Tools and Installation.

Total: \$ 950=

TIME SCHEDULE:

1 Weeks.

PAYMENT SCHEDULE:

100% Full Payment

NOT INCLUDED:

Design Plans.

Permit.

Inspections.

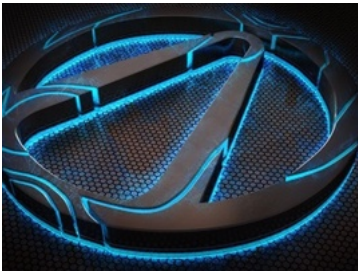
Best Regards,

Martha L. Arango

Martha L. Arango

C.G.C.

Construction Manager



ESTIMATE

REF. WALNUT CREEK GUARDHOUSE TAFF
SHELFs FOR STORAGE

AVH SERVICES LLC
United States

BILL TO
WALNUT CREEK CDD

Invoice Number: 23-016

Invoice Date: March 23, 2023

Payment Due: March 23, 2023

Amount Due (USD): \$1,850.00

Items	Quantity	Price	Amount
SCOPE OF WORK 4 WOODS SHELFs FOR THE STORAGE	1	\$1,850.00	\$1,850.00
FURNISH MATERIAL, TOOLS AND INSTALLATIONS			
*** MEASURES TO BE CONFIRMED ***			

Total: \$1,850.00

Amount Due (USD): \$1,850.00

Notes / Terms

SCHEDULE

1 WEEK

PAYMENT

100% Full payment

NOT INCLUDE:

- DISIGN PLAN

- PERMITS

- INSPECTIONS

ESTIMATE





The Trusty Handyman
9802 NW 80th Ave #16
Miami Lakes, FL 33016
rgalvis@sdsinc.org
(754) 317-3293

Sales Representative
Juan Tomasini
(754) 317-3293
juan@thetrustyhandyman.com



Walnut Creek CDD
Job #1278 - Shelves Installation
1800 NW 76th Ave
Pembroke Pines, FL 33025

Estimate #	3190
Date	2/16/2023

Item	Description	Amount
Materials	(4) Custom Plywood 3/4" Shelves - White Hooks included Size: 38" 1/2 x 16" Find attached a picture of how the shelves look installed. Your option will be paint in White.	\$370.00
		
Service	(4) Shelves installation Materials for installation included	\$350.00
  		

Sub Total	\$720.00
Total	\$720.00

SPECIAL INSTRUCTIONS

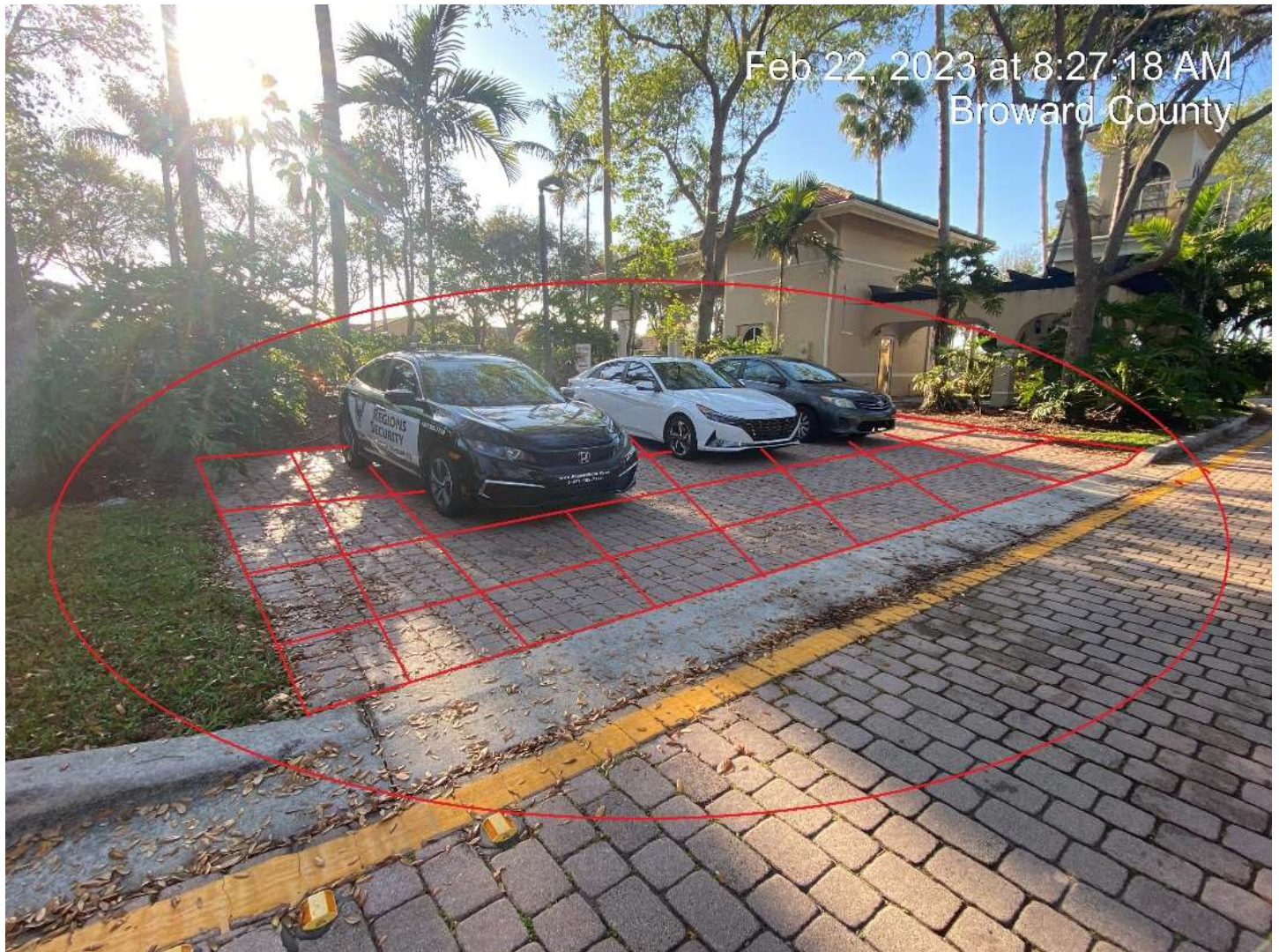
- Room/Closet need to be empty by the time of the installation day.
- Room Painting is not included.
- 5G Bottles of water "Can not" go over the shelves.

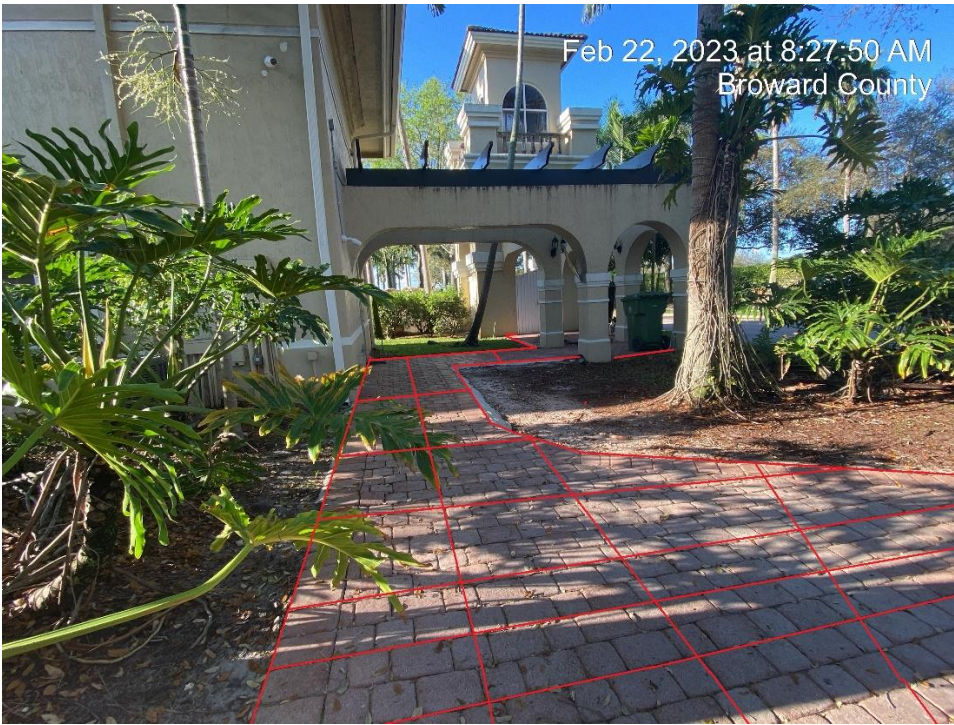
Walnut Creek CDD - Taft Guardhouse Pavers Replace/Repair

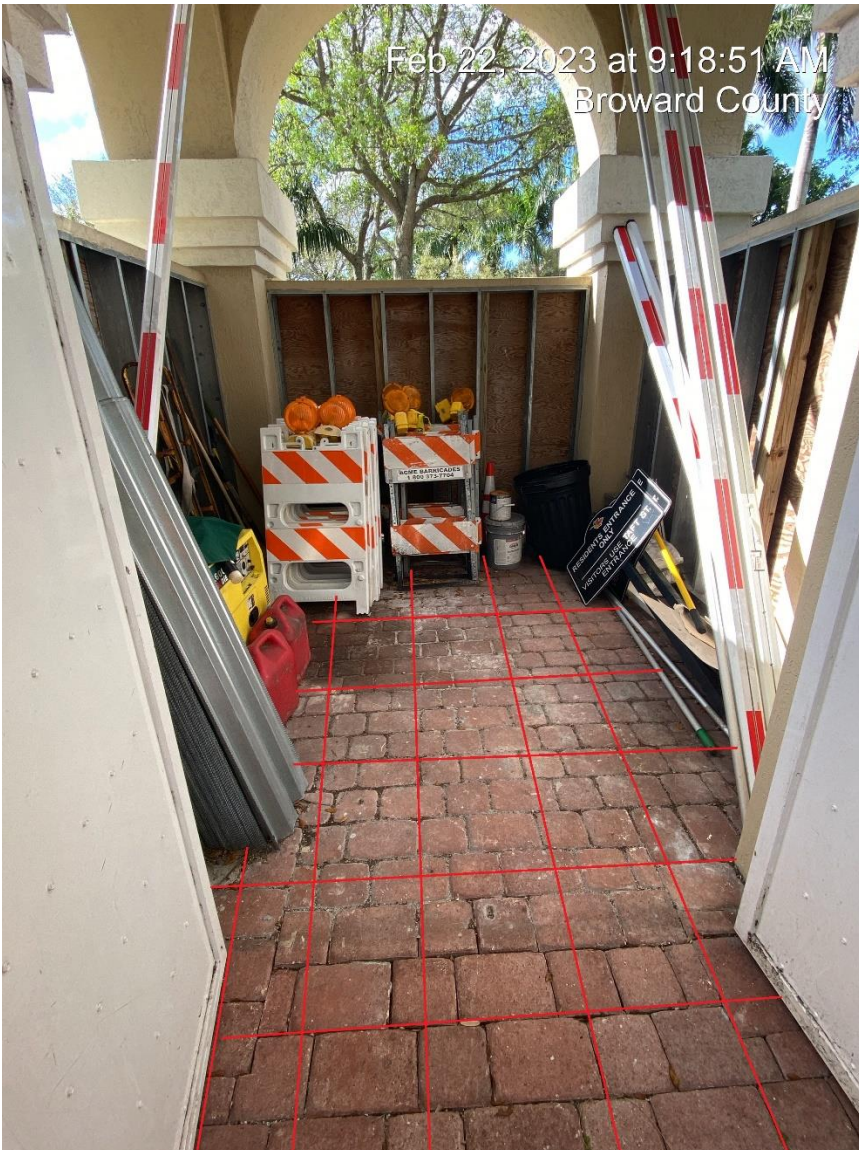
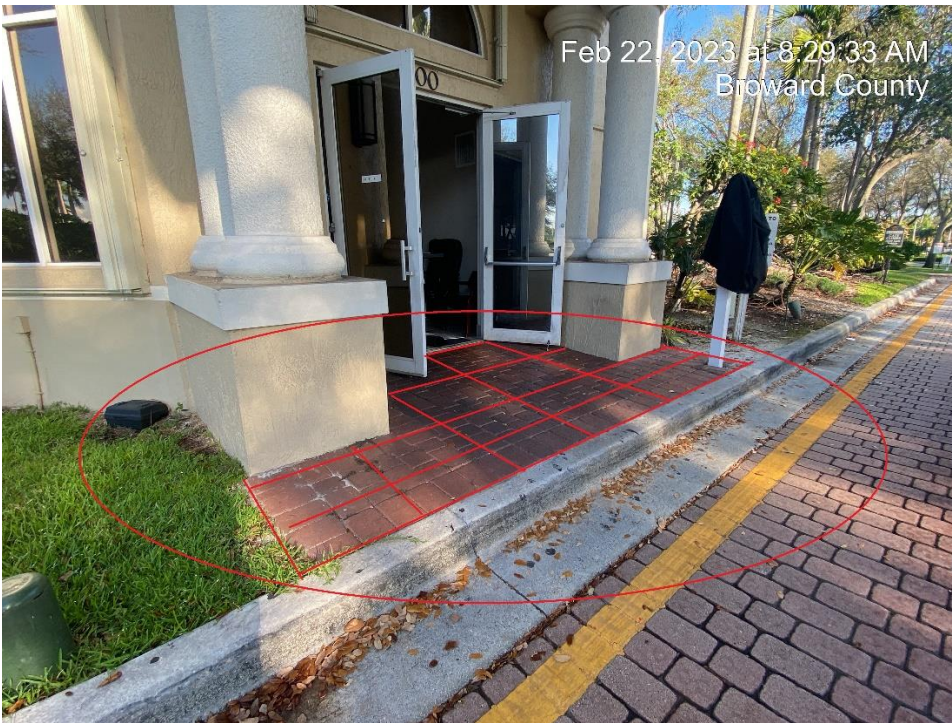
<u>Option 1</u> <i>To remove the old pavers, perform the necessary repairs, and ADD NEW PAVERS.</i>			<u>Option 2</u> <i>To perform the necessary repairs and REINSTALL THE SAME OLD PAVERS.</i>		
Arking Solutions	Worldwide Distributors (E Lighting)	Luxome Luxury Builders	Arking Solutions	Worldwide Distributors (E Lighting)	Luxome Luxury Builders
<i>Guardhouse Pavers - Approx 2,500 FT.</i>					
Remove existing pavers from the parking lot, walkway, storage and front access to the guardhouse. Perform Sand and Compaction, Concrete Border (Edge restrain). Install new pavers.			Remove existing pavers from the parking lot, walkway, storage and front access to the guardhouse. Perform Sand and Compaction, Concrete Border (Edge restrain). Re-Install the same pavers.		
			With this option, Arking also offers pressure wash for the reinstalled pavers.		
Cost: 23,625.00	Cost: 18,125.00	Cost: 41,450.00	Cost: 16,800.00	Cost: 12,125.00	
*Permit Processing Fee (Optional): \$2,400.00 Processing only - Excluding City and/or County Fees.	*Permit Processing Fee (Optional): \$850.00 Processing only - Excluding City and/or County Fees.	*Permit Processing Fee Included Excluding City and/or County Fees.	*Permit Processing Fee (Optional): \$2,400.00 Processing only - Excluding City and/or County Fees.	*Permit Processing Fee (Optional): \$850.00 Processing only - Excluding City and/or County Fees.	

50% Deposit Requested. 30% Progress Payment Requested	No Deposit Requested	6,217.50 Deposit Requested. 24,870 at Permit Issuance 8,290.00 at Roght Inspection. 2,072.50 Final Payment		50% Deposit Requested. 30% Progress Payment Requested	No Deposit Requested	
These companies mentioned that City Permit is optional for pavers repairs.		Work with City Permit - Processing fee already included in their Total Cost for the Project.		These companies mentioned that City Permit is not necessary for pavers repairs.		

WC - Pavers Areas in Taft ST. Guardhouse (Red)







WC Taft ST Guardhouse Pavers - Illustration (Sample) of current Conditions:





March 16, 2023

Att. Mr. Ronald Galvis
Fiel Operations Manager.
Special District Services, Inc.

Ref: WALNUT CREEK GUARDHOUSE TAFF
EXTERIOR PAVERS IMPROVEMENT.

ARKING SOLUTIONS INC. is pleased to submit the following proposal to provide the services required for “Guardhouse Exterior Pavers improvement”.

SCOPE OF WORK: OPTION 1
Furnish Material, Labor and Tools.

- Remove existing pavers from the parking lot, walkway, storage and front access to the guardhouse.
- Sand and Compaction.
- Concrete border (Edge restrain).
- Installation new pavers.
- Apply Sealer.
- Remove debris, trash and old pavers.
-

Option 1 New Pavers.	\$ 23,625=
Plus Permit	<u>2,400=</u>
	\$ 26,025=



OPTION 2

Furnish Material, Labor and Tools.

- Repair, Adjust Pavers area.
- Concrete border (Edge restrain).
- Sand and Compaction.
- Pression washer.
- Apply Sealer.
- Remove debris and trash.

Option 2 Repair.	\$ 16,800=
Plus Permit	<u>\$ 2,400=</u>
	\$ 19,200=

TIME SCHEDULE:

8 Weeks.

PAYMENT SCHEDULE:

50% Deposit Payment
30% As per Progress Work
20% Final Payment

PERMIT PLAN & PROCESS

Prepare Partial Survey
Prepare Drawings and Details.
Permit process with Pembroke Pines and Broward County.

\$2,400= Mentioned in each option.

NOT INLCUED

Agencies Fees.

Best Regards,

Martha L. Arango

Martha L. Arango
C.G.C.
Construction Manager



Worldwide Distributors Inc. dba Elighting
10300 SW 72 Street, Ste 235
Miami, FL 33173
(305) 969-8754
info@elighting.org
<https://worldwidedistributors.co/>

ADDRESS

Walnut Creek CDD
2501A Burns Road
Palm Beach Gardens, FL 33410

SHIP TO

Walnut Creek CDD
2501A Burns Road
Palm Beach Gardens, FL 33410

Estimate 9638**DATE 03/24/2023**

Walnut Creek

DESCRIPTION**QTY****AMOUNT**

Scope of work

18,125.00

- Remove and Dispose existing pavers
- Remove and dispose roots that are causing pavers to be lifted.
- Install sand base where needed with compaction
- Install New pavers (Approx. 2500 SqFt)

TOTAL**\$18,125.00**

\$850.00 Permit Processing Fee - Does not Include any City/County Fees.

Accepted By

Accepted Date



Worldwide Distributors Inc. dba Elighting
10300 SW 72 Street, Ste 235
Miami, FL 33173
(305) 969-8754
info@elighting.org
<https://worldwidedistributors.co/>

ADDRESS

Walnut Creek CDD
2501A Burns Road
Palm Beach Gardens, FL 33410

SHIP TO

Walnut Creek CDD
2501A Burns Road
Palm Beach Gardens, FL 33410

Estimate 9621**DATE 03/24/2023**

Walnut Creek

DESCRIPTION**QTY****AMOUNT**

Scope of work

12,125.00

- Remove and set aside existing pavers
- Remove / dispose roots that are causing pavers to be lifted.
- Install sand base where needed with compaction
- Reinstall existing pavers (2500 SqFt)

** If new pavers are needed / will be change order **

TOTAL**\$12,125.00**

\$850.00 Permit Processing Fee - Does not Include any City/County Fees.

Accepted By

Accepted Date



GENERAL CONTRACTOR SERVICES

PROPOSAL & CONTRACT NO. 0000005

DATE: 02/23/2023

9802 NW 80th Ave #16
Hialeah Garden, FL
33016

T: (321) 344-2011
info@Luxomefl.com

CGC1532537

www.Luxomefl.com

Owner's Agent/Owner's Name: Walnut Creek CDD – Ronald Galvis		Owner's Agent/Owner's Address: 1800 NW 76th Ave	
Phone 7865031633	Fax N/A	City Pembroke Pines	Zip Code 33025

Project at: Walnut Creek – Pavers (Guardhouse)	Email: rgalvis@sdsinc.org
--	-------------------------------------

I/WE, the Owner(s), of the premises described above, authorize **LUXOME** "Contractor", to furnish all materials and labor necessary to repair and/or improve these premises in a good and workmanlike manner according to the following terms:

Services cost:

Activity	Description	cost
Demolition	Pavers Demolition Guardhouse paver lanes, paver sidewalks, pathway, and gazebo paver areas.	\$6,300.00
Disposal	Disposal of the debris during & post the project is completed.	\$5,000.00
Installation	Paver's installation Guardhouse paver lanes, paver sidewalks, pathway, and gazebo paver areas.	\$15,200.00
Materials	2,326 sq ft of New Miami 6"x6" & 9"x6" traffic rated pavers. Sample will be provided for prior approval. Delivery & handling included	\$11,000.00
Permit services	Permit handling & inspection scheduling Permit costs are not included. We can pay the cost, but we will send a separate invoice for the same amount.	\$1,250.00
General Requirements & Project Staff	Superintended fee General Contractor fee	\$2,700.00

Scope of Work to be perform:

PHASE I – HOA & City of Pembroke Pines permit approved.

1. Dig down and dispose of existing concrete pavers along Guardhouse paver sidewalks, pathway to gazebo and paver areas of the gazebo to allow space for proposed installations.
2. Compact area with plate compactor.
3. Install lime rock over former paver footprint.
4. Compact area with plate compactor
5. Contact City of Pembroke Pines for base inspection

PHASE II – Initial City of Pembroke Pines inspection passed.

6. After the City has inspected, install sand bedding over proposed Guardhouse, paver sidewalks, pathway to gazebo and paver areas of the gazebo.
7. Install 2,326 Sq Ft of New Miami 6"x6" & 9"x6" traffic rated pavers on Guardhouse, paver sidewalks, pathway to gazebo and paver areas of the gazebo (10 % cutting and waste included).
8. Install new cement borders to prevent shifting of pavers.
9. Apply sugar sand to joints to prevent movement
10. Apply compaction for uniformity.
11. Clean up job site
12. Contact City of Pembroke Pines for final City inspection and permit close out

Notes:

Luxome is not responsible for any irrigation, electrical or any other underground damage.

Above estimate as per plants provided on Feb 20th, 2023. Surveying fees not included Above quote is valid for until March 23th, 2023.

All lane closure required, and any off-duty law enforcement required are not included in this estimate.

All maintenance of traffic devices required are not included in this estimate.

This quote does not include any bond.

No items quoted herein may be "broken out" without prior approval in writing.

Quote does not include restoration of concrete, asphalt, or sodding.

Payments:

Contract Price:	
Contractor will perform the work described herein in Section A above for the sum of	\$ 41,450.00
Owner agrees to tender payments due to the Contractor as follows, and payable in U.S. Dollars:	
a. Deposit due upon signing of contract:	\$ 6,217.50
c. Second payment due upon Permits issuances:	\$ 24,870.00
D. Third payment due upon rough inspection:	\$ 8,290.00
d. Balance due upon passing final inspection:	\$ 2,072.50

Commencement and Completion of Work:

Commencement of work shall mean the physical delivery of materials to and/or the performance of any labor on the premises. Commencement and completion shall be subject to permissible delays due to potential, shortages of material and/or labor, bad weather, epidemics, fire, strike, war, governmental regulations, or any other contingencies unforeseen by Contractor or beyond Contractor's reasonable control. The dates below are an estimate of the start and completion dates and are subject to the conditions set forth herein.

Approximate Start Date: 5-9 days after permit issuance.

Approximate Completion Date: 12 – 20 Days (Subject to change based on the season the project begins.)

Acceptance of Contract and Change Orders:

This contract is approved and accepted as set forth with the signatures below. The owner understands there are no oral agreements or understandings between the parties of this agreement. The written terms, provisions, plans (if any) and specifications in this contract is the entire agreement between the parties. Changes in this agreement shall be made by written change order, including any additional charges, approved by both parties, and incorporated into this agreement.

Additional Terms and Conditions:

Additional terms and conditions to this Contract are set forth on the following page(s) and are incorporated herein, unless otherwise specified.

Warranty:

Luxome reserves the exclusive right to cure any defects within 60 days of receipt of said notice. Luxome must be provided reasonable and scheduled to complete the work. No callback repairs will be considered on any account with an outstanding past due balance.

OWNER Date

CONTRACTOR – LUXOME Date

ADDITIONAL TERMS AND CONDITIONS

1. Plans and Specifications and Access

The work described in this contract shall be done according to the plans and plan specifications (if any), except in the case of conflict, when the provisions of this contract shall have control over both the plans and the plan specifications. The work is limited to the scope set forth herein and any additional work shall be agreed to in a written change order. The contractor shall have the right to subcontract any part of, or all of, the work herein. The owner agrees to provide reasonable access to all areas of work. The owner will provide water and electricity needed for the operation of tools, mixing materials and cleanup.

2. Permits

Permit, permit processing fees and all other charges, taxes, assessments, fees etc., of any kind whatsoever, required by any government body or utility company or the like shall be paid for by Owner.

3. Change Orders.

Should any condition arise which requires that there be a modification to the work performed hereunder including, but not limited to, modifications sought by the Owner, construction lender, and/or any government entity, any cost incurred by Contractor shall be added to the contract price and Owner agrees to pay such additional costs with a signed change order. All extra work as well as any other modifications to the original contract shall be specified and approved by both parties in a written change order. All change orders shall become a part of this contract and shall be incorporated herein.

4. Concealed Conditions

Contractor reserves the right to amend repair procedures if unforeseen or concealed conditions appear or if it is determined that there is a more appropriate repair method once repairs commence. The contractor is not responsible to repair any such discovered deterioration and any such repairs shall be agreed to in a written change order.

5. Limited Warranty

Unless stated otherwise, labor and material of this work is guaranteed for 10 years from the date of this contract. Contractor is not responsible for any manufacturer warranties and Owner is responsible for seeking any manufacturer warranty claims. Warranty shall terminate and be voided in the event that any work is done on the area by any person, firm, or entity other than Luxome or its authorized representative. Maintenance is Owner's responsibility, and lack of maintenance may result in the termination and unenforceability of this warranty.

6. Property Damage

Contractor will not be held responsible for any cracks on driveways, sidewalks, decks, damage to lawn/landscaping and fences. Upon completion, and after removing all debris and surplus materials, wherever possible, Contractor will leave premises in a neat, broom clean condition. Any debris consisting of dust, dirt, asphalt, or small bits of material that settle into attics, garage areas, or any other area with open beam ceilings or no attic, is unavoidable and Contractor shall not be responsible. Contractor recommends that Owner lay out drop cloths to protect such areas where debris infiltration may occur.

7. Delay

Contractor shall not be held responsible for any damage occasioned by delays resulting from: work done by Owner's subcontractors, extra work, acts of owner or owner's agent including failure of owner to make timely progress payments or payments for extra work, shortages of material and/or labor, bad weather, fire, strike, war, epidemics, governmental regulations, or any other contingencies unforeseen by Contractor or beyond Contractor's reasonable control.

8. Advertising

Owner hereby grants to Contractor the right to display signs and advertise at the job site for the period of time starting at the date of signing of this contract and continuing uninterrupted until fourteen (14) days past the date the job is completed and payment in full has been made. Owner grants Contractor the right to publish the project street address on a "references" list which may be given to prospective customers and post pictures of the work performed in its marketing materials, website, and/or social media platforms.

9. Pests & Hazardous Substances

Owner understands that Contractor is not qualified or licensed as an inspector or abatement contractor for Hazardous Materials (as defined by the government), or for Pests (including Termites). Should any such hazardous substances or Pest be suspected to be present on the premises, it is the Owners' responsibility to arrange and pay for inspection and abatement. Contractor cannot certify or warrant your building as being free of hazardous substances or pests.

10. Right to Stop Work and to Withhold Payment on Labor and Materials

If any payment is not made to Contractor as is set forth herein, Contractor shall have the right to stop work and keep the job idle until all past due progress payments are received. The contractor is further excused by Owner from paying for any material, equipment and/or labor suppliers or any subcontractors (hereinafter collectively called "suppliers"), during the period that Owner is in arrears in making payments to Contractor. If these same "suppliers" make demand upon Owner for payment, Owner may make such payment on behalf of Contractor and Contractor shall reimburse Owner for this amount at such time that Owner becomes current with Contractor for all past due payments. Owner is responsible to verify the true amounts owed by Contractor to these same "suppliers", prior to making payment on behalf of Contractor. Owner shall not be entitled, under any circumstances, to collect as reimbursement from Contractor any amount greater than that exact amount actually and truly owed by Contractor to these same "suppliers", for work done or materials supplied on Owner's job.

11. Collection.

Owner agrees to pay all collection fees and charges including but not limited to all legal and attorney fees that result should Owner default in payment of this contract. Overdue accounts are subject to interest charged at the rate of 18% per annum or at the highest rate allowed by law. Contractor reserves the right to assert a Claim of Lien against the Owner's property for all unpaid amounts until paid in full plus payment for attorney's fees and costs to prepare and record the Claim of Lien.

12. Disputes.

Prior to initiating litigation, written notice of the dispute must be provided to the other party (via email or U.S. Mail to the address listed herein) outlining the basis of the dispute. The other party will then have 15 days within which to remedy the dispute. In the event litigation arises out of this contract, all actions must be filed in a court of competent jurisdiction in the 17th Judicial Circuit in and for Broward County, Florida. The prevailing party shall be entitled to recovery of its attorney fees and costs incurred.

13. *Legal Disclosures (for Residential Properties).*

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Construction Industry Licensing Board
2601 Blairstone Road
Tallahassee, FL 32399-1039
850-487-1395

OWNER SIGNATURE: _____

DATE: _____

FLORIDA CONSTRUCTION LIEN DISCLOSURE

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

OWNER SIGNATURE: _____

DATE: _____

FLORIDA CONSTRUCTION DEFECT DISCLOSURE

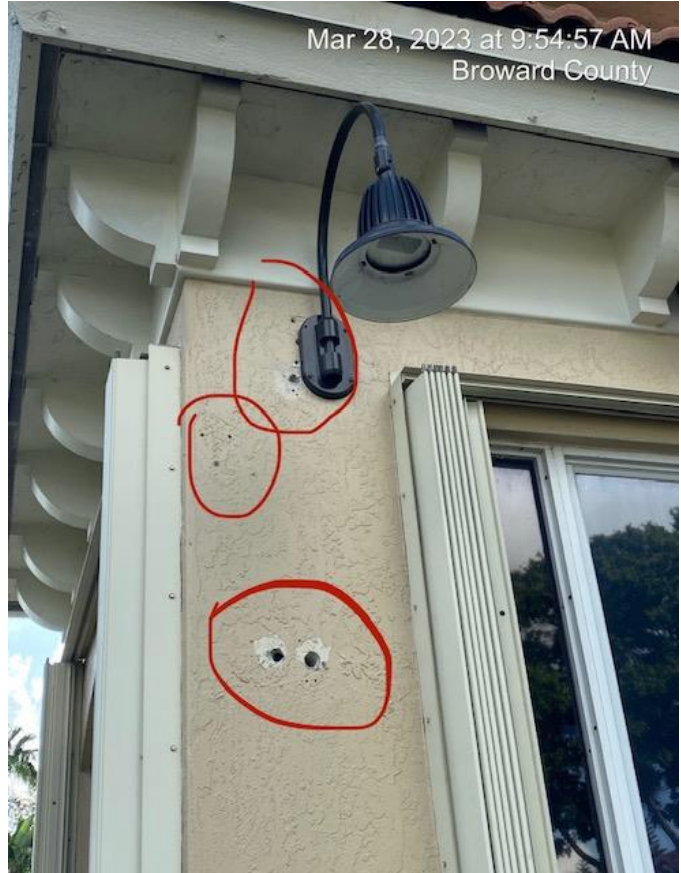
ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

OWNER SIGNATURE: _____

DATE: _____

WC - Minor Wall Repairs on Sheridan Guardhouse Interior & Exterior Walls

Arking Solutions	The Trusty Handyman	Worldwide Distributors (E Lighting)
<p>Correct (Patch) and Paint exterior and interior affected walls/areas where the previous cameras system were removed (holes).</p> <p>Location: Sheridan Guardhouse (See attached Pictures).</p>		
Total Cost: \$1,980.00	Total Cost: \$1,435.00	Total Cost: \$1,300.00



Mar 28, 2023 at 9:41:35 AM
Broward County



Mar 28, 2023 at 9:41:28 AM
Broward County





April 06, 2023

Att. Mr. Ronald Galvis
Fiel Operations Manager.
Special District Services, Inc.

Ref: SHERIDAN GUARDHOUSE
Minor Interior and Exterior Wall Repairs
and Paint.

ARKING SOLUTIONS INC. is pleased to submit the following proposal to provide the services required for "General wall repairs" as per your request.

SCOPE OF WORK:

Furnish Labor, Material, & Tools.
We paint only the section affected.

Total: \$ 1,980=

TIME SCHEDULE:

1 Weeks.

PAYMENT SCHEDULE:

100% Full Payment

NOT INCLUDED:

Design Plans.
Permit.
Inspections.

Best Regards,

Martha L. Arango

Martha L. Arango
C.G.C.
Construction Manager

ESTIMATE

The Trusty Handyman
9802 NW 80th Ave #16
Miami Lakes, FL 33016
rgalvis@sdsinc.org
(754) 317-3293

Sales Representative
Daniel Guerra
(754) 946-8687
Daniel@thetrustyhandyman.com



Walnut Creek CDD
Job #1443 - Guardhouse Patches
2501 a Burns Rd
Palm Beach Gardens, FL 33410

Estimate #	3349
Date	3/29/2023

Item	Description	Amount
Interior Patches	Interior Patches	\$600.00
Drywall repair	(2) Corners Corner bead repair Drywall Repair Smooth finish Painting Building materials included White paint included (Paint will be a different tone than the existing one)	\$600.00
Exterior Patches	Exterior Patches	\$835.00
Repairs	(8) patches Knockdown texture matching Painting Building materials included Paint included (Paint will be a different tone than the existing one)	\$835.00

Sub Total	\$1,435.00
------------------	------------

When Paying by Cash or Check

Total	\$1,435.00
--------------	------------

When Paying by Credit/Debit Card

Convenience Fee	\$46.21
Balance Due*	\$1,481.21

*Credit/Debit card payments include a convenience fee of 3.2%+29¢ per transaction.

SPECIAL INSTRUCTIONS

(Paint will be a different tone than the existing one)



Worldwide Distributors Inc. dba Elighting
10300 SW 72 Street, Ste 235
Miami, FL 33173
(305) 969-8754
info@elighting.org
<https://worldwidedistributors.co/>

ADDRESS

Ronald Galvis
Walnut Creek CDD
2501A Burns Road
Palm Beach Gardens, FL 33410

SHIP TO

Ronald Galvis
Walnut Creek CDD
2501A Burns Road
Palm Beach Gardens, FL 33410

Estimate 9656**DATE 04/05/2023****DESCRIPTION****QTY****AMOUNT**

RE: WALNUT CREEK

1,300.00

- PATCH EXTERIOR WITH STUCCO
- PATCH INTERIOR WITH COMPOUND
- PAINT SPOTS THAT WERE PATCHED - MATCH EXISTING COLOR

ANY PAINT JOB OTHER THAN PATCHED AREA IS A CHANGE ORDER

LABOR AND MATERIALS

TOTAL**\$1,300.00**

Accepted By

Accepted Date



MEMBERS OF THE POOL CENTURION FAMILY

REMIT TO:
Reef Tropical Pool
100 North Krome Avenue
Florida City, Florida 33034
PAY BY CREDIT CARD

Make a Payment! <https://poolcenturion.myservicetitan.com>

BILL TO

Walnut Creek CDD
Walnut Creek CDD 1800 NW 76th Ave Pembroke Pines, FL 33025

ESTIMATE
98698001

ESTIMATE DATE
May 03, 2023

JOB ADDRESS

Walnut Creek CDD
1800 Northwest 76th Avenue
Pembroke Pines, FL 33025 USA

Job:

ESTIMATE DETAILS

Pump Repair: Drain down waterfall feature and remove existing 10HP motor and dispose of properly. Install new 10HP motor and seals to restore proper circulation of waterfall.

Warranty

Parts - 1yr
Labor - 90days

TASK	DESCRIPTION	QTY
1	Labor - \$750.0	1.00
2	10HP Industrial Pump Motor 240 Volts/Seal Kit - \$4224.6	1.00

SUB-TOTAL \$4,974.60

TOTAL \$4,974.60

ASK ABOUT OUR
ADDITIONAL SERVICES!
-Annual Preventative Equipment Maintenance
-Automation Upgrades

Please call the office at
305.367.2005
For any further questions.

Make a Credit Card Payment! <https://poolcenturion.myservicetitan.com>

CUSTOMER AUTHORIZATION

This is an estimate for 1800 Northwest 76th Avenue, Pembroke Pines, FL 33025 USA, my signature is an approval to proceed with work as proposed.

50% Deposit may be required.

Estimates are valid for 30 days. Please see our website for Terms and Conditions.

Remit To:
100 North Krome Ave
Florida City, FL 33034
305.367.2005
<https://poolcenturion.myservicetitan.com/home>

Approved by Chairperson Mrs. Ross on
5/3/2023.

Please provide requested COIs before
commencement of any job.

Ronald Galvis
Ronald Galvis - Field operations Manager
5/3/2023

Sign here

Date

Re: WC: Your Waterfall Pump Motor Estimate from Your Pool Service Provider

bar.one@juno.com <bar.one@juno.com>

Wed 5/3/2023 2:26 PM

To: Ronald Galvis <rGalvis@sdsinc.org>

Ronald; You have my approval to proceed with the proposal from REEF TROPICAL to replace a 10 HP Pump Motor for the East Waterfall.

Betty Ross

RESOLUTION NO. 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (“Board”) of the Walnut Creek Community Development District (“District”) is required by Chapter 190.008, *Florida Statutes*, to approve a Proposed Budget for each fiscal year; and,

WHEREAS, the Proposed Budget including the Assessments for Fiscal Year 2023/2024 has been prepared and considered by the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT THAT:

Section 1. The Proposed Budget including the Assessments for Fiscal Year 2023/2024 attached hereto as Exhibit “A” is approved and adopted.

Section 2. A Public Hearing is hereby scheduled for August 15, 2023 at 6:00 p.m. in the Walnut Creek Clubhouse, 7500 NW 20th Street, Pembroke Pines, Florida 33024, and/or utilizing communications media technology (whichever is applicable) for the purpose of receiving public comments on the Proposed Fiscal Year 2023/2024 Budget.

PASSED, ADOPTED and EFFECTIVE this 16th day of May, 2023.

ATTEST:

**WALNUT CREEK
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairman/Vice Chairman

Walnut Creek Community Development District

**Proposed Budget For
Fiscal Year 2023/2024
October 1, 2023 - September 30, 2024**

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- V DETAILED PROPOSED DEBT SERVICE FUND BUDGET (SERIES 2010)**
- VI ASSESSMENT COMPARISON**

PROPOSED BUDGET
WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 BUDGET
REVENUES	
ADMINISTRATIVE ASSESSMENTS	182,571
MAINTENANCE ASSESSMENTS	1,905,957
DEBT ASSESSMENTS (2010)	130,015
OTHER REVENUES	0
INTEREST INCOME	1,500
TOTAL REVENUES	\$ 2,220,043
EXPENDITURES	
ADMINISTRATIVE EXPENDITURES	
SUPERVISOR FEES	10,000
PAYROLL TAXES (EMPLOYER)	800
ENGINEERING	40,000
LEGAL FEES	23,000
AUDIT FEES	4,100
MANAGEMENT	49,092
POSTAGE	1,450
OFFICE SUPPLIES/PRINTING	5,500
INSURANCE	17,500
LEGAL ADVERTISING	1,100
MISCELLANEOUS	8,750
DUES & SUBSCRIPTIONS	175
ASSESSMENT ROLL	7,500
TRUSTEE FEES	1,800
CONTINUING DISCLOSURE FEE	350
WEBSITE MANAGEMENT	2,000
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 173,117
TOTAL MAINTENANCE EXPENDITURES	\$ 1,791,600
TOTAL EXPENDITURES	\$ 1,964,717
REVENUES LESS EXPENDITURES	\$ 255,326
BOND PAYMENTS (2010)	(122,214)
BALANCE	\$ 133,112
COUNTY APPRAISER & TAX COLLECTOR FEE	(44,370)
DISCOUNTS FOR EARLY PAYMENTS	(88,742)
EXCESS/ (SHORTFALL)	\$ -
CARRYOVER FROM PRIOR YEAR	0
NET EXCESS/ (SHORTFALL)	\$ -

PROPOSED MAINTENANCE BUDGET
WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 BUDGET
MAINTENANCE EXPENDITURES	
FIELD MAINTENANCE	5,000
OPERATIONS MANAGEMENT	12,000
SECURITY SERVICES	370,000
HOA SECURITY SERVICES - ADMIN	35,100
SECURITY VIDEO SURVEILLANCE & VIRTUAL GUARD SYSTEMS	35,000
SECURITY SERVICES - ABDI	0
SECURITY CAMERAS & MAINTENANCE	12,000
SECURITY ONLINE SOLUTIONS	12,000
GATE SYSTEM MAINTENANCE	70,000
TELEPHONE	12,500
ELECTRIC	85,000
WATER & SEWAGE	16,000
GUARDHOUSE - VISITOR PASSES	0
GUARDHOUSE INT/EXT MAINTENANCE	30,000
LAKE & PRESERVE MAINTENANCE	48,000
SIGNAGE	2,000
STREETLIGHT MAINTENANCE	5,000
WATERFALL MAINTENANCE	80,000
HOLIDAY LIGHTING	11,000
LAKE RESTORATION & MAINTENANCE	0
OPERATING RESERVE/CONTINGENCY	24,000
MISCELLANEOUS MAINTENANCE	10,000
STORMWATER MAINTENANCE & PIPE REPLACEMENT RESERVE/CONTINGENCY	100,000
PRESSURE CLEANING & PAINTING OF EXTERIOR STRUCTURES & GATES	14,000
HEADWALL STABILIZATION PROJECT	50,000
LAKE SLOPE SOIL MAINTENANCE	10,000
SHORELINE RESTORATION PROJECT	120,000
IGUANA CONTROL	27,000
TAFT STREET STRUCTURAL MAINTENANCE	0
STORMWATER DRAINAGE PIPE CLEANING & CCTV PROJECT	350,000
MONUMENT MAINTENANCE	6,000
S-8 CANAL RECONSTRUCTION - ENGINEERING DESIGN & CONSTRUCTION	240,000
TOTAL MAINTENANCE EXPENDITURES	\$ 1,791,600

DETAILED PROPOSED BUDGET
WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET	COMMENTS
REVENUES				
ADMINISTRATIVE ASSESSMENTS	163,721	178,871	182,571	Expenditures Less Interest/.94
MAINTENANCE ASSESSMENTS	1,115,379	1,100,128	1,905,957	Expenditures Less Carryover/.94
DEBT ASSESSMENTS (2010)	129,938	130,015	130,015	Bond Payments/.94
OTHER REVENUES	3,999	0	0	
INTEREST INCOME	201	1,500	1,500	Projected At \$125 Per Month
TOTAL REVENUES	\$ 1,413,238	\$ 1,410,514	\$ 2,220,043	
EXPENDITURES				
ADMINISTRATIVE EXPENDITURES				
SUPERVISOR FEES	6,600	10,000	10,000	No Change From 2022/2023 Budget
PAYROLL TAXES (EMPLOYER)	505	800	800	Projected At 8% Of Supervisor Fees
ENGINEERING	11,973	45,000	40,000	FY 22/23 Expenditure Through January 2023 Was \$7,029
LEGAL FEES	23,380	19,000	23,000	FY 22/23 Expenditure Through February 2023 Was \$8,346
AUDIT FEES	3,900	4,000	4,100	Accepted Amount For 2022/2023 Audit
MANAGEMENT	46,284	47,664	49,092	CPI Adjustment (Capped At 3%)
POSTAGE	1,941	1,250	1,450	\$200 Increase From 2022/2023 Budget
OFFICE SUPPLIES/PRINTING	3,699	5,700	5,500	\$200 Decrease From 2022/2023 Budget
INSURANCE	15,252	14,000	17,500	FY 22/23 Expenditure Was \$16,536
LEGAL ADVERTISING	771	1,200	1,100	\$100 Decrease From 2022/2023 Budget
MISCELLANEOUS	5,932	9,000	8,750	\$250 Decrease From 2022/2023 Budget
DUES & SUBSCRIPTIONS	175	175	175	No Change From 2022/2023 Budget
ASSESSMENT ROLL	7,500	7,500	7,500	As Per Contract
TRUSTEE FEES	1,420	2,000	1,800	\$200 Decrease From 2022/2023 Budget
CONTINUING DISCLOSURE FEE	350	350	350	No Change From 2022/2023 Budget
WEBSITE MANAGEMENT	2,000	2,000	2,000	No Change From 2022/2023 Budget
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 131,682	\$ 169,639	\$ 173,117	
TOTAL MAINTENANCE EXPENDITURES	\$ 722,730	\$ 1,034,120	\$ 1,791,600	
TOTAL EXPENDITURES	\$ 854,412	\$ 1,203,759	\$ 1,964,717	
REVENUES LESS EXPENDITURES	\$ 558,826	\$ 206,755	\$ 255,326	
BOND PAYMENTS (2010)	(122,564)	(122,214)	(122,214)	Yearly Maximum Debt Assessment
BALANCE	\$ 436,262	\$ 84,541	\$ 133,112	
COUNTY APPRAISER & TAX COLLECTOR FEE	(27,123)	(28,180)	(44,370)	Two Percent Of Total Assessment Roll
DISCOUNTS FOR EARLY PAYMENTS	(52,778)	(56,361)	(88,742)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ 356,361	\$ -	\$ -	
CARRYOVER FROM PRIOR YEAR	0	0	0	Carryover From Prior Year
NET EXCESS/ (SHORTFALL)	\$ 356,361	\$ -	\$ -	

DETAILED PROPOSED MAINTENANCE BUDGET
WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	
MAINTENANCE EXPENDITURES	ACTUAL	BUDGET	BUDGET	COMMENTS
FIELD MAINTENANCE	5,000	5,000	5,000	No Change From 2022/2023 Budget
OPERATIONS MANAGEMENT	12,000	12,000	12,000	No Change From 2022/2023 Budget
SECURITY SERVICES	316,898	405,760	370,000	FY 22/23 Expenditure Through February 2023 Was \$123,400
HOA SECURITY SERVICES - ADMIN	0	0	35,100	HOA Security Services - Admin
SECURITY VIDEO SURVEILLANCE & VIRTUAL GUARD SYSTEMS	0	0	35,000	Security Video Surveillance & Virtual Guard Systems
SECURITY SERVICES - ABDI	10,380	12,000	0	Line Item Eliminated
SECURITY CAMERAS & MAINTENANCE	14,804	8,000	12,000	\$4,000 Increase From 2022/2023 Budget
SECURITY ONLINE SOLUTIONS	0	12,800	12,000	\$800 Decrease From 2022/2023 Budget
GATE SYSTEM MAINTENANCE	23,717	30,000	70,000	\$40,000 Increase From 2022/2023 Budget
TELEPHONE	11,385	11,000	12,500	\$1,500 Increase From 2022/2023 Budget
ELECTRIC	81,069	82,500	85,000	\$2,500 Increase From 2022/2023 Budget
WATER & SEWAGE	10,107	17,000	16,000	\$1,000 Decrease From 2022/2023 Budget
GUARDHOUSE - VISITOR PASSES	1,908	6,700	0	Line Item Eliminated
GUARDHOUSE INT/EXT MAINTENANCE	32,474	22,500	30,000	\$7,500 Increase From 2022/2023 Budget
LAKE & PRESERVE MAINTENANCE	36,905	45,000	48,000	\$3,000 Increase From 2022/2023 Budget
SIGNAGE	0	2,000	2,000	No Change From 2022/2023 Budget
STREETLIGHT MAINTENANCE	190	5,000	5,000	No Change From 2022/2023 Budget
WATERFALL MAINTENANCE	74,242	75,000	80,000	\$5,000 Increase From 2022/2023 Budget
HOLIDAY LIGHTING	8,286	10,000	11,000	\$1,000 Increase From 2022/2023 Budget
LAKE RESTORATION & MAINTENANCE	7,790	0	0	Final Payment For Project Was In October 2021
OPERATING RESERVE/CONTINGENCY	0	26,060	24,000	Operating Reserve/Contingency
MISCELLANEOUS MAINTENANCE	7,053	10,000	10,000	No Change From 2022/2023 Budget
STORMWATER MAINTENANCE & PIPE REPLACEMENT RESERVE/CONTINGENCY	25,210	74,800	100,000	Third Year Of Five Year Reserve
PRESSURE CLEANING & PAINTING OF EXTERIOR STRUCTURES & GATES	0	14,000	14,000	No Change From 2022/2023 Budget
HEADWALL STABILIZATION PROJECT	0	10,000	50,000	Current Reserve = \$50,000 - Total Project Is \$100,000
LAKE SLOPE SOIL MAINTENANCE	0	10,000	10,000	No Change From 2022/2023 Budget
SHORELINE RESTORATION PROJECT	0	0	120,000	Shoreline Restoration Project
IGUANA CONTROL	26,900	27,000	27,000	Iguana Control
TAFT STREET STRUCTURAL MAINTENANCE	8,402	20,000	0	Line Item Eliminated
STORMWATER DRAINAGE PIPE CLEANING & CCTV PROJECT	0	0	350,000	New Line Item - Per Engineers' Recommendation
MONUMENT MAINTENANCE	0	0	6,000	Monument Maintenance
S-8 CANAL RECONSTRUCTION - ENGINEERING DESIGN & CONSTRUCTION	8,010	80,000	240,000	Current Reserve = \$460,000 - Total Project Is \$700,000
TOTAL MAINTENANCE EXPENDITURES	\$ 722,730	\$ 1,034,120	\$ 1,791,600	

DETAILED PROPOSED DEBT SERVICE FUND (SERIES 2010) BUDGET
WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	
	2021/2022	2022/2023	2023/2024	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	908	25	100	Projected Interest For 2023/2024
NAV Tax Collection	122,564	122,214	122,214	Yearly Maximum Debt Assessment
Prepaid Bond Collection	0	0	0	
Total Revenues	\$ 123,472	\$ 122,239	\$ 122,314	
EXPENDITURES				
Principal Payments	50,000	50,000	55,000	Principal Payment Due In 2024
Additional Principal Payments	62,663	12,819	11,220	Additional Principal Payments
Interest Payments	0	59,420	56,094	Interest Payments Due In 2024
Total Expenditures	\$ 112,663	\$ 122,239	\$ 122,314	
Excess/ (Shortfall)	\$ 10,809	\$ -	\$ -	

Series 2010 Bond Information

Original Par Amount =	\$2,650,000	Annual Principal Payments Due =	May 1st
Interest Rate =	2.05 - 5.95%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	January 2010		
Maturity Date =	May 2040		
Par Amount As Of 1/1/23 =	\$1,045,000		

Walnut Creek Community Development District Assessment Comparison

	Fiscal Year 2020/2021 Assessment*	Fiscal Year 2021/2022 Assessment*	Fiscal Year 2022/2023 Assessment*	Fiscal Year 2023/2024 Projected Assessment*
Administrative	\$ 187.10	\$ 181.73	\$ 199.86	\$ 204.00
Maintenance	\$ 1,022.90	\$ 1,247.35	\$ 1,229.20	\$ 2,129.57
2008 Debt	\$ 383.79	\$ -	\$ -	\$ -
<u>2010 Debt</u>	<u>\$ 145.92</u>	<u>\$ 145.92</u>	<u>\$ 145.92</u>	<u>\$ 145.92</u>
Total	\$ 1,739.71	\$ 1,575.00	\$ 1,574.98	\$ 2,479.49

* Assessments Include the Following :

4% Discount for Early Payments
1% County Tax Collector Fee
1% County Property Appraiser Fee

Community Information:

Total Units 895

2008 Debt Service Information

Total Units 895
Prepayments 5
Billed For 2008 Debt 890

2010 Debt Service Information

Total Units 895
Prepayments 4
Billed For 2010 Debt 891

RESOLUTION NO. 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2023/2024 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for the Walnut Creek Community Development District ("District") to establish a regular meeting schedule for fiscal year 2023/2024; and

WHEREAS, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2023/2024 which is attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT, BROWARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are hereby adopted.

Section 2. The regular meeting schedule, time and location for meetings for fiscal year 2023/2024 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

PASSED, ADOPTED and EFFECTIVE this 16th day of May, 2023.

ATTEST:

**WALNUT CREEK
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

**WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024 REGULAR MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Walnut Creek Community Development District will hold Regular Meetings at 6:00 p.m. at the Walnut Creek Community Clubhouse, 7500 NW 20th Street, Pembroke Pines, Florida 33024 on the following dates:

**October 17, 2023
January 16, 2024
March 19, 2024
April 16, 2024
May 21, 2024
June 18, 2024
August 20, 2024**

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained by contacting the District Manager at 786-347-2711 Ext. 2011 and/or toll free at 1-877-737-4922, five (5) days prior to the date of the particular meeting.

There may be occasions when one or two Supervisors will participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Meetings may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 786-347-2711 Ext. 2011 and/or toll free at 1-877-737-4922, at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT

www.walnutcreekcdd.org

PUBLISH: BROWARD DAILY BUSINESS REVIEW 00/00/23

SECURITY REPORT

**TO BE DISTRIBUTED
UNDER SEPARATE COVER**