



**CUTLER CAY  
COMMUNITY DEVELOPMENT  
DISTRICT**

**MIAMI-DADE COUNTY  
SPECIAL BOARD MEETING  
OCTOBER 3, 2022  
4:00 P.M.**

Special District Services, Inc.  
8785 SW 165<sup>th</sup> Avenue, Suite 200  
Miami, FL 33193

[www.cutlercaycdd.org](http://www.cutlercaycdd.org)  
786.347.2711 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT**  
Cutler Cay Community Clubhouse  
7755 SW 192<sup>nd</sup> Street  
Cutler Bay, FL 33157  
**SPECIAL BOARD MEETING**  
**October 3, 2022**  
**4:00 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. August 8, 2022 Regular Board Meeting Minutes.....Page 2
- G. Lake Bank Erosion Control Shoreline Restoration Project**
  - 1. FMS Bonds Presentation.....Page 9
  - 2. Board Requested Alternate Method and Proposal for the Erosion Control Shoreline Restoration Project.....Page 10
  - 3. District Engineers Opinion on the Proposals for the Erosion Control Shoreline Restoration Project.....Page 15
  - 4. Discussion and Direction as to How to Proceed with Lake Bank Erosion Control Shoreline Restoration Project
- H. New Business**
  - 1. Ratify and Approve Florida Sidewalk Solutions Proposal.....Page 16
  - 2. Consider Approval of Sidewalk Slab Replacements.....Page 42
  - 3. Ratify and Approve Solitude Lake Maintenance First Extension to Maintenance Agreement.....Page 58
  - 4. Ratify and Approve the Pressure Cleaning Man North and South Entry Features and Structures Proposal.....Page 60
  - 5. Consider Approval of First Choice Electric for New Lake Fountain Permit and Electrical Work.....Page 65
  - 6. Consider Approval of Proposals for Removal of Existing Lighting Handholes, Wires and Panels.....Page 66
  - 7. District Engineers, Updated Phase II, Storm Drainage Pipe Replacements and Repairs Project Plans for Board Approval Consideration.....Page 69
  - 8. Consider Approval of Resolution No. 2022-04 – Authorizing and Adopting an Amended Final Fiscal Year 2021/2022 Budget.....Page 79
- I. Old Business**
  - 1. Update on SAE Street Signage and Asphalt Repairs Project
  - 2. Update on FP&L Street Lighting Project

- 3. Update on Turf Management Retention Wall Area Exotic & Green Buttonwood Tree Trimming
- 4. Update on Molding Repairs and Painting to Old Cutler Perimeter Wall, Entry Features & Structures, Fountain, Monuments, Etc.
- 5. Update on Pressure Cleaning of the Old Cutler Perimeter Wall and Monument Structures
- 6. Update on Reef Tropical Pool Proposal for Replacement of South Entrance Water Feature Filtration Pump and Waterfall Jet Pump

**J. Auditor Selection Committee**

- 1. Ranking of Proposals/Consider Selection of an Auditor.....Page 85

**K. Administrative Matters**

- 1. Financial Update.....Page 86

**L. Board Member and/or Staff Comments/Requests**

**M. Adjourn**

## Miscellaneous Notices



Published in Miami Daily Business Review on September 22, 2022

### Location

Miami-Dade County,

### Notice Text

#### NOTICE OF SPECIAL BOARD MEETING OF THE CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors (the "Board") of the Cutler Cay Community Development District (the "District") will hold a Special Board Meeting on October 3, 2022, at 4:00 p.m. in the Cutler Cay Community Clubhouse located at 7755 SW 192nd Street, Cutler Cay, Florida 33157.

The purpose of the Special Board Meeting is for the Board to discuss the Lake Bank Erosion Control Restoration Project and any other business which may properly come before it. A copy of the Agenda may be obtained from the District's website ([www.cutlercaycdd.org](http://www.cutlercaycdd.org)). The meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Meetings may be continued as found necessary to a time and place specified on the record.

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.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at this 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 meeting.

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 ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

Cutler Cay Community Development District  
[www.cutlercaycdd.org](http://www.cutlercaycdd.org)  
9/22 22-110/0000621236M



**CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
AUGUST 8, 2022**

**A. CALL TO ORDER**

Mrs. Perez called to order the August 8, 2022, Regular Board Meeting of the Cutler Cay Community Development District (the “District”) at 4:04 p.m. in the Cutler Cay Community Clubhouse located at 7755 SW 192<sup>nd</sup> Street, Cutler Bay, Florida 33157.

**B. PROOF OF PUBLICATION**

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on October 28, 2021, as part of the District’s Fiscal Year 2021/2022 Meeting Schedule, as legally required.

**C. ESTABLISH A QUORUM**

It was determined that the attendance of the following Supervisors constituted a quorum and it was in order to proceed with the meeting: Chairman Christopher Musser, Vice Chairperson Lois Rubin and Supervisor Omar Fonte.

Staff in attendance included: District Manager Gloria Perez of Special District Services, Inc.; District Counsel Ginger Wald of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.; and District Engineers Angel Camacho & Katherine Ramirez of Alvarez Engineers, Inc.\

Also present was Miguel Reto of Landshore Enterprises, LLC and several members of the public.

**D. ADDITIONS AND DELETIONS TO THE AGENDA**

Mrs. Perez added a Discussion Regarding the Phase 2 Pipe Repairs under G-10. She also added Consider Proposal from Reef Tropical Pools for the replacement of the filtration pump and waterfall jet pump under G-11.

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

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

**F. APPROVAL OF MINUTES**

**1. June 13, 2022, Public Hearing & Regular Board Meeting**

A <b>MOTION</b> was made by Supervisor Fonte, seconded by Supervisor Rubin and passed unanimously approving the minutes of the June 13, 2022, Public Hearing & Regular Board Meeting, as presented.
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**G. NEW BUSINESS**

**1. Discussion Regarding Ponding at 7587 SW 189<sup>th</sup> Street**

Mrs. Perez provided the communication history in the meeting book, noting that per her last correspondence with Juan Alvarez last week and pursuant to his previous site evaluation, the water is not reaching the inlet due to landscaping and swale obstruction.

Mr. Kanner and a neighbor experienced the same situation and approached the Board, stating their concern they had with the ponding water.

The Board stood by the criteria and the homeowners were directed to contact the District Engineer for the approved surveyor information.

## **2. Consider Ratification of SAE Street Signage and Asphalt Repairs Project Changer Order #2**

Mrs. Perez advised the Board that she was seeking ratification and approval of SAE Change Order #2 with the District Engineer specifications provided in the meeting book in the amount of \$895 for the traffic markings at the North “Main” Entrance

*Supervisor Fishbein joined the meeting via phone at approximately 4:23 p.m.*

A **MOTION** was made by Supervisor Fonte, seconded by Supervisor Musser and passed unanimously ratifying and approving SAE Change Order #2 with the District Engineer specifications provided in the meeting book in the amount of \$895 for the traffic markings at the North “Main” Entrance, as presented.

## **3. Presentation of the Landshore Enterprises Engineering & Design for Erosion Control Shoreline Restoration Project**

The Landshore Enterprises Memo, Topographic and Bathymetric Survey, Soil Analysis, Detailed Cross Sections, Product Recommendation and Proposed Solution (Product Specifications, Installation Methods, and Quantities) were presented in the meeting book and Mr. Reto presented same, reviewing each item and addressing questions from the Board and members of the public.

Following are some of the key points that were mentioned:

- Safety measures/methods
- 75 year warranty for the proposed application
- Recommends conducting this work during the dry season
- Machine weight will provide sufficient compaction
- As part of the proposed method the existing clay mixture is to be replaced with an underlining of lime stone.
- To achieve a 4.1 Slope throughout
- Construction for the entire project is projected to take approximately 8 months

District Counsel provided an explanation as to the bid process requirements.

Pursuant to the Landshore recommendations:

Priority Level 1: High – Immediate attention is recommended.

Priority Level 2: Medium – Attention will be needed over the next 1 to 3 years.

Priority Level 3: Low – Does not need remediation efforts, but should be monitored over the next 4 to 6 years.

Priority Level 1: High (Sta 8+41 to Sta 43+67) consisting of approximately 3,505 linear feet of shoreline, to be restored with ShoreFlex®. *The cost for Priority Level 1 is estimated to be approximately 600k. Mr. Reto noted that this project can be conducted in two (2) phases should the Board want to break the project down over several years and therefore both phases would take place in fiscal years 2023 and*

*2024. Should the Board do this work in two sections? Mr. Reto recommended that cross section 8 to 24 be addressed first.*

Priority Level 2: Medium (Sta 49+13 to Sta 58+15; and Sta 70+40 to 0+31) consisting of approximately 2,104 linear feet of shoreline, to be restored with ShoreFlex®. *The cost for Priority Level 2 is estimated to be approximately 358k (at today cost). Mr. Reto noted that this project can be conducted within three (3) from now and therefore would take place in 2025*

Priority Level 3: Low (Sta 0+31 to 8+41; Sta 43+67 to 49+13; and Sta 58+15 to 70+40) consisting of approximately 2,541 linear feet of shoreline, to be monitored. *The cost for Priority Level 3 is estimated to be approximately 432k (at today cost). Mr. Reto noted that this project can be conducted within three (3) from now and therefore would take place in 2026*

Mrs. Perez advised, pursuant to Landshore Enterprises' recommendations, the erosion project can be funded as follows: a onetime project by getting a loan for the total project cost, which are estimated to be approximately \$1.4 Million or by breaking the project down into four (4) phases and collecting the necessary funds in the upcoming corresponding yearly budgets. Mrs. Perez noted that she had reached out to Mr. Kessler who had assisted with the last bond process regarding bond and loan options and stated that a special meeting could be scheduled wherein Mr. Kessler make a presentation with options for the Board to consider.

Mr. Reto estimated that per the current rates, he is using the amount of \$170 per linear foot. Therefore if the Board were to address Priority Levels 1 and 2 first, it would be approximately 5,609 linear foot in the amount of \$953,530.

Alternate methods of application were discussed, such as grading and resurfacing of the lake banks and the District Engineer was directed to provide an opinion and to provide proposals for said alternate methods.

#### **4. Consider Alvarez Engineers' Proposal to Oversee Lake Bank Restoration Project**

The Alvarez Engineers' proposal to oversee the Lake Banks Restoration Project was dated July 25, 2022, in the amount of \$6,000. Mr. Alvarez asked that Mrs. Perez clarify that this cost was to oversee one project. In other words, if the Board elects to break the project down into phases, then additional costs per project phase would need to be presented. This agenda item was TABLED.

*Supervisor Fishbein stopped responding and the phone call dropped at approximately 5:15 p.m.*

#### **5. Consider New Lake Fountain Proposals**

Presented in the meeting was a table breaking down the proposal details, followed by images and several proposals for the Board's review and consideration.

Cutler Cay CDD – New Lake Fountain (&) Installation Comparison Chart				
Solitude Lake Management	<u>5hp Vertex RingJet</u> (Very similar to the previous existing one).	Circumference spray with 1 Central Spray Ring and 42 diameter spray rings. - Includes 4 LED Lights	Warranty: Fountain: 4y / Light Fixtures: 1y (excludes bulbs) / Controls: 1y.	Total Price: <b>\$19,160.00</b>  Fountain: \$18,760.00 *Plus \$400.00 for the removal of the old/damaged equipment. 50% Deposit Requested
Hall Fountains	Option 1  <u>5hp Savannah</u> <i>*Recommended by Vendor.</i>	Line flat spray (Half-moon appearance) - Includes 2 Lights to choose between CLEAR, RED, AMBER, DARK BLUE, AQUA or GREEN.	Warranty: 14 months.	Total Price: <b>\$17,307.68</b>  50% Deposit Requested *Removal of old/damaged fountain included. But removal of the electrical equipment must be done by an electrician.
	Option 2  <u>5hp Malibu</u> (Very similar to the previous existing one).	Circumference spray with 1 Central Spray Ring and diameter spray rings. - Includes 3 Lights to choose between CLEAR, RED, AMBER, DARK BLUE, AQUA or GREEN.	Warranty: 14 months.	Total Price: <b>\$17,875.78</b>  50% Deposit Requested *Removal of old/damaged fountain included. But removal of the electrical equipment must be done by an electrician.
	Option 3  <u>5hp Catalina</u>	Circumference spray with 1 Central Spray Ring and diameter spray rings. - Includes 3 Lights to choose between CLEAR, RED, AMBER, DARK BLUE, AQUA or GREEN.	Warranty 14 months.	Total Price: <b>\$20,251.78</b>  50% Deposit Requested *Removal of old/damaged fountain included. But removal of the electrical equipment must be done by an electrician.
Cascade Fountains	Option 1  <u>5 hp Aquarius 500</u> (Very similar to the previous existing one).	Circumference spray with 1 Central Spray Ring and 30 diameter spray rings. - Includes 3 LED White Lights	Warranty 3 Years	Total Price: <b>\$18,180.00</b>  Fountain: \$16,630.00 *Plus \$1,550.00 for the removal of the old/damaged equipment. 50% Deposit Requested
	Option 2  <u>5 hp Libra 500</u>	Circumference spray with 1 Central Spray Ring and 12 diameter spray rings. - Includes 3 LED White Lights	Warranty 3 Years	Total Price: <b>\$23,275.00</b>  Fountain: \$21,725.00 *Plus \$1,550.00 for the removal of the old/damaged equipment. 50% Deposit Requested

A **MOTION** was made by Supervisor Fonte, seconded by Supervisor Rubin and passed unanimously approving the proposal from Solitude Lake Management for a 5hp Vertex RingJet Fountain with 4 LED lights and a UL certification in the amount of \$19,160, which includes the removal of the existing broken equipment; and simultaneously authorizing District Counsel to prepare an agreement and further authorizing District management to execute same on behalf of the District.

## 6. HOA Response Regarding Paint Color Change Project

Presented in the meeting book was the emailed response from Ms. Gavilan, the HOA Property Manager, stating *“Due to the expenses the HOA has incurred because of the flooding, they cannot take on the extra expense to repair the walls, if in the future the CDD has repaired and pressure washed their wall, the board may consider the painting of the wall again, however not at this time.”*

## 7. Consider Molding Repairs and Painting to Old Cutler Perimeter Wall, Entry Features & Structures, Fountain, Monuments, Etc.

A **MOTION** was made by Supervisor Fonte, seconded by Supervisor Musser and passed unanimously approving the Elite Property Services proposal in the amount of \$4,900 for the molding repairs; and simultaneously authorizing District Counsel to prepare an agreement and for District management to execute same on behalf of the District.

## 8. Consider Pressure Cleaning Man Proposal for Pressure Cleaning of Old Cutler Perimeter Wall

Presented in the meeting book was the proposal from Pressure Cleaning Man in the amount of \$2,400 for the pressure cleaning of the perimeter wall that runs parallel to Old Cutler Road and consists approximately 4,000 linear feet.

A **MOTION** was made by Supervisor Fonte, seconded by Supervisor Rubin and passed unanimously approving the proposal from Pressure Cleaning Man in the amount of \$2,400 for the pressure cleaning of the perimeter wall that runs parallel to Old Cutler Road and consists approximately 4,000 linear feet.

#### **9. Consider FPL Contractor Proposal for Removal of Existing Lighting Handholes, Wires and Panels**

Mrs. Perez provided the proposal from TSTC, a District Engineer recommended contractor, for the removal of existing lighting handholes, wires and panels that are not included in the agreement for the removal of the existing street light posts. The TSTC street lighting system proposal was provided based on the scope of work provided by the District Engineer and is dated August 4, 2022, in the amount of \$38,405.

Mr. Camacho elaborated on the scope of work and locations that were provided to TSTC and should be made an Exhibit to the agreement, should the Board approve said project.

The Board directed the District Engineer to gather pricing information to be submitted as a one-time project instead of in phases and to gather alternate bids.

#### **10. Discussion Regarding Phase 2 Pipe Repair & Authorization Request for Re-Evaluation and Preparation of Updated Project Specifications**

Mrs. Perez advised the Board that the original plans were created years ago when it was thought the project would be conducted all at once. It was later determined that it would be more feasible for the project to be conducted in two (2) phases in order to not impact with a large increase. Since then, conditions may have changed and it was recommended to update the bid specs. District management is seeking Board approval to authorize the District Engineer to re-evaluate and prepare updated bid project specifications for Board consideration at the next meeting. The Board directed the District Engineer to proceed with evaluating and updating the Phase 2 project specifications.

#### **11. Consider Reef Tropical Pool Proposal for Replacement of South Entrance Water Feature Filtration Pump and Waterfall Jet Pump**

Mrs. Perez provided the proposal via handout, advising the Board that the District had been advised that the two pumps needed to be replaced, which consist of the south entrance water feature filtration pump and waterfall jet pump motor in the amount of \$7,539.87, noting that the waterfall jet pump motor currently has a lead time of 6 to 8 weeks.

A **MOTION** was made by Supervisor Fonte, seconded by Supervisor Musser and passed unanimously approving the Reef Tropical Pool proposal in the amount of \$7,539.87 for two pumps to be replaced, which consist of the south entrance water feature filtration pump and waterfall jet pump motor, as presented.

Mrs. Perez was asked to bring a printout of all of the water feature expenses to the next meeting.

## **H. OLD BUSINESS**

### **1. Update on SAE Street Signage and Asphalt Repair Project**

An update was provided by Mr. Camacho who noted that the project had not yet been completed and that he was awaiting Change Order #3 for additional necessary repairs, which consist of a guardrail that was damaged near the north exit pond area and for a depression that had been identified approaching the north resident entrance area. Mr. Camacho noted that the contractors have not been very responsive and many corrections had been requested.

### **2. Update on Storm Drainage System Maintenance & Pipe Repair Project**

The Persant Construction - Phase 1 Storm Drainage System Maintenance & Pipe Repairs Project has been 100% completed and the permits have been closed out.

### **3. Update on Raptor Stormwater Management System Cleaning**

It was noted that Raptor was almost finished; they are awaiting three (3) locations for which accessibility seems to be an issue. I am having this matter looked into by the District Engineer.

### **4. Update on FP&L Street Lighting Project**

Mrs. Perez advised, pursuant to a recent Pre-Con Site Meeting, the FP&L Street Lighting Project was scheduled to start this week and is anticipated to be completed in approximately six months.

### **5. Update on Turf Management Retention Wall Area Exotic and Green Buttonwood Tree Trimming**

Mrs. Perez advised that DERM had already issued the authorization letter for the Exotic and Green Buttonwood Tree Trimming.

## **I. ADMINISTRATIVE MATTERS**

### **1. Financial Update**

Mrs. Perez presented the financial statements through May 2022. She noted that financials were stable and would cover budgeted expenditures at this time. Available funds as of July 31, 2022, were \$490,171.60.

A **MOTION** was made by Supervisor Fonte, seconded by Supervisor Musser and passed unanimously ratifying and approving the financials, as presented.

### **2. Accept and Receive 20-Year Stormwater Needs Analysis**

Presented in the meeting book was the 20-Year Stormwater Needs Analysis, as required by FS Section 403.9302.

A **MOTION** was made by Supervisor Rubin, seconded by Supervisor Musser and unanimously passed accepting and receiving the 20-Year Stormwater Needs Analysis, as presented.

### **3. General Election Information**

Mrs. Perez announced, pursuant to the Miami-Dade County Supervisor of Elections' website, following are the results of election candidate qualifications for the upcoming elections:

Incumbent Lois Rubin holding Seat #1 appears as Active-Qualified, as well as resident Leo D. Corradini who is also Active-Qualified for the same Seat #1. As such both will be on the ballot for the 2022 Elections.

Incumbent Omar Fonte holding Seat #2 appears as Active-Unopposed for the term starting in 2022.

Incumbent Aileen Milian holding Seat #5 appears as Active-Unopposed for the term starting in 2022.

#### **J. BOARD MEMBER/STAFF COMMENTS/REQUESTS**

##### **1. District Counsel Update on 2022 Florida Legislative Session**

Ms. Wald provided a brief explanation of the presented Memorandum.

#### **K. ADJOURNMENT**

There being no further business to come before the Board, a **MOTION** was made by Supervisor Fonte, seconded by Supervisor Musser and passed unanimously adjourning the meeting at 6:32 p.m.

**ATTESTED BY:**

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**Secretary/Assistant Secretary**

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**Chairman/Vice Chair**

# **FMS BONDS PRESENTATION**

**TO BE DISTRIBUTED  
UNDER SEPARATE COVER**





# *Landshore® Enterprises, LLC*

*Streambank & Shoreline protection/stabilization/reclamation  
Environmental Engineering, Erosion Control, Construction Management  
d/b/a Erosion Restoration, LLC*

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September 1, 2022

Cutler Cay Community Development District  
c/o: Special District Services, Inc.  
Attn: Ms. Gloria Perez, District Manager  
2501 A Burns Road, Suite A  
Palm Beach Gardens, FL 33410

Dear Ms. Perez,

Please see attached our estimate for shoreline grading and shaping for the lake within the Cutler Cay Community in Cutler Bay, FL.

If you have any additional questions, require further information, or would like to discuss this proposal, do not hesitate to contact us at (941) 303-5238 or via email at [info@landshore.com](mailto:info@landshore.com).

We look forward to having the pleasure of doing business with you.

Sincerely,

André van den Berg  
Landshore® Enterprises, LLC



# **Landshore<sup>®</sup> Enterprises, LLC**

**Streambank & Shoreline protection/stabilization/reclamation  
Environmental Engineering, Erosion Control, Construction Management  
d/b/a Erosion Restoration, LLC**

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## **Company Overview**

**History:** Founded in 2002, Landshore<sup>®</sup> Enterprises, LLC has over 19 years of experience in the Erosion Control Industry.

**Certificates and Awards:** Certified Florida Stormwater, Erosion and Sedimentation Control Inspectors, Professional Licensed Engineer (FL), South Florida Water Management District Certified, BBB A+, and OSHA-Training.

**Customer Reach:** Proudly serve Homeowners Associations, Golf Courses, Residential, and Governmental Entities in Florida, Georgia, Illinois, North Carolina, South Carolina, Texas and Virginia.

**Services:     Engineering**

Design, Plans and Cross Sections, GPS and Surveys, Bathymetric Surveys, Topographical Surveys, Soil Testing and Analysis, Stability Analysis, Permit Application, and Construction Management

**Construction**

Structural and Non-Structural Erosion Control, Shoreline Restoration and Stabilization, Dewatering and Sediment Control, Dredging, Earthwork, Grading, and Restoration

**Products:** Eco-Filter Tubes<sup>®</sup>, Erosion Control Panels<sup>®</sup>, Riprap, GeoWeb, FlexMSE, Filter-Point Fabric, Articulated Concrete Block Mat, Gabion, Retaining Walls, Sheet Piling, Prolock, Bulkhead, Turf Reinforcement Mats, Drainage Systems, and more.

**Applications:** Lakes, Ponds, Creeks, Riverfront, Stream Bank, Ditches, Canals, Spillways, Reservoirs, Retention and Detention Ponds.

<b>Locations:</b>	Gulf Coast of Florida	118 Shamrock Blvd. Venice, Florida, 34293 (941) 303-5238
	Atlantic Coast of Florida	6555 North Powerline Road, Suite 302 Fort Lauderdale, Florida, 33309 (954) 327-3300



# Landshore® Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation  
Environmental engineering, Erosion control, Construction management  
d/b/a Erosion Restoration, LLC*

**Cutler Cay Community Development District**  
c/o: Special District Services, Inc.  
Attn: Ms. Gloria Perez, District Manager  
2501 A Burns Rd., Suite A  
Palm Beach Gardens, FL 33410

**ESTIMATE #3995**

**Date: 9/1/2022**

**Project: Lake Shoreline Restoration for Cutler Cay CDD - Grading and Shaping**

## JOB SCOPE

Landshore® proposes the regrading and shaping of the shoreline at Cutler Cay Community CDD - Lake 1. Regrading activity is proposed to be an approximate 12 foot wide section, where a 3-4 foot portion will extend beneath the waterline and the remaining will match with the existing slopes. Additional material proposed is to be used to fill voids and to create desired slopes.

## ITEMIZED ESTIMATE: TIME AND MATERIALS

<u>Section</u>	<u>Description</u>	<u>Units</u>	<u>Estimated Quantities</u>	<u>Total</u>
<b>Lake 1</b>	Mobilization / General preparation	EA	1	
	Maintenance of Traffic	EA	1	
	Clearing and Grubbing	EA	1	
	Installation and maintenance of stormwater pollution prevention measures	EA	1	
	Grading and shaping	SF	97,866	
	Embankment	CY	553	
	Erosion Control Mat	SY	7,249	
	Sod (St. Augustine)	SY	11,606	
	Demobilization	EA	1	
<b>TOTAL JOB COST</b>				<b>\$412,427.00</b>

*Excluding any permit fees and fees for a payment and performance bond, if any.*



# Landshore® Enterprises, LLC

Streambank & Shoreline protection/stabilization/reclamation  
Environmental engineering, Erosion control, Construction management  
d/b/a Erosion Restoration, LLC

## PAYMENT SCHEDULE

Landshore® Enterprises' payment policy is as follows:

- 5% Booking Date
- 20% Mobilization Date
- 65% Progress billing based on LF completed
- 10% Completion of project

**\*\*Invoice is due upon receipt\*\***

## SPECIAL CONDITIONS

1. Landshore® is not responsible for damage to utilities outside of easement along shoreline if as-built drawings or locations are not provided by the Client.
2. Landshore® reserves the right to change this estimate unless an agreement is reached within 45 days of the original estimate date.
3. At this time, staging areas and site access has not been defined by Client. Therefore, any damages caused to access (curbing, sidewalk, road, etc.) are not included in this estimate.
4. Landshore® is not responsible for any damages to the work by any natural disaster. If a rainfall event of 2 inches or more occurs after installation of sod that has not rutted yet, any cost associated with the repairs of washouts, gullies, or lost of sand associated with said event, will be an additional cost to this estimate.
5. Following sod installation, any sod maintenance activities, such as watering, is to be administered by Owner(s).
6. If there are 4" storm drainage pipes at shoreline edge, Landshore® will extend the pipes for no additional cost. Any other size will be determined as needed.
7. **All information provided by Landshore® is to be shared only with the Owner(s) and those with authority to make decisions on behalf of the Owner(s). This information is by no means to be shared to solicit competing entities.**
8. **The Client is responsible to adhere to all applicable Federal, State, County, City, District and any other municipal or local laws, regulations, rules, ordinances and guidelines. Unless specifically hired to obtain all necessary permits - Landshore® will not be liable for any construction or design issues, violations, fines or claims received due to nonconformance and noncompliance to standards or absence of permits (submittal of permit application does not guarantee the approval, additional services such as expediting, meetings with reviewer, etc. may be performed at an hourly rate, at the Client's request).**

This proposal is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise.

\_\_\_\_\_  
Client's Representative Signature

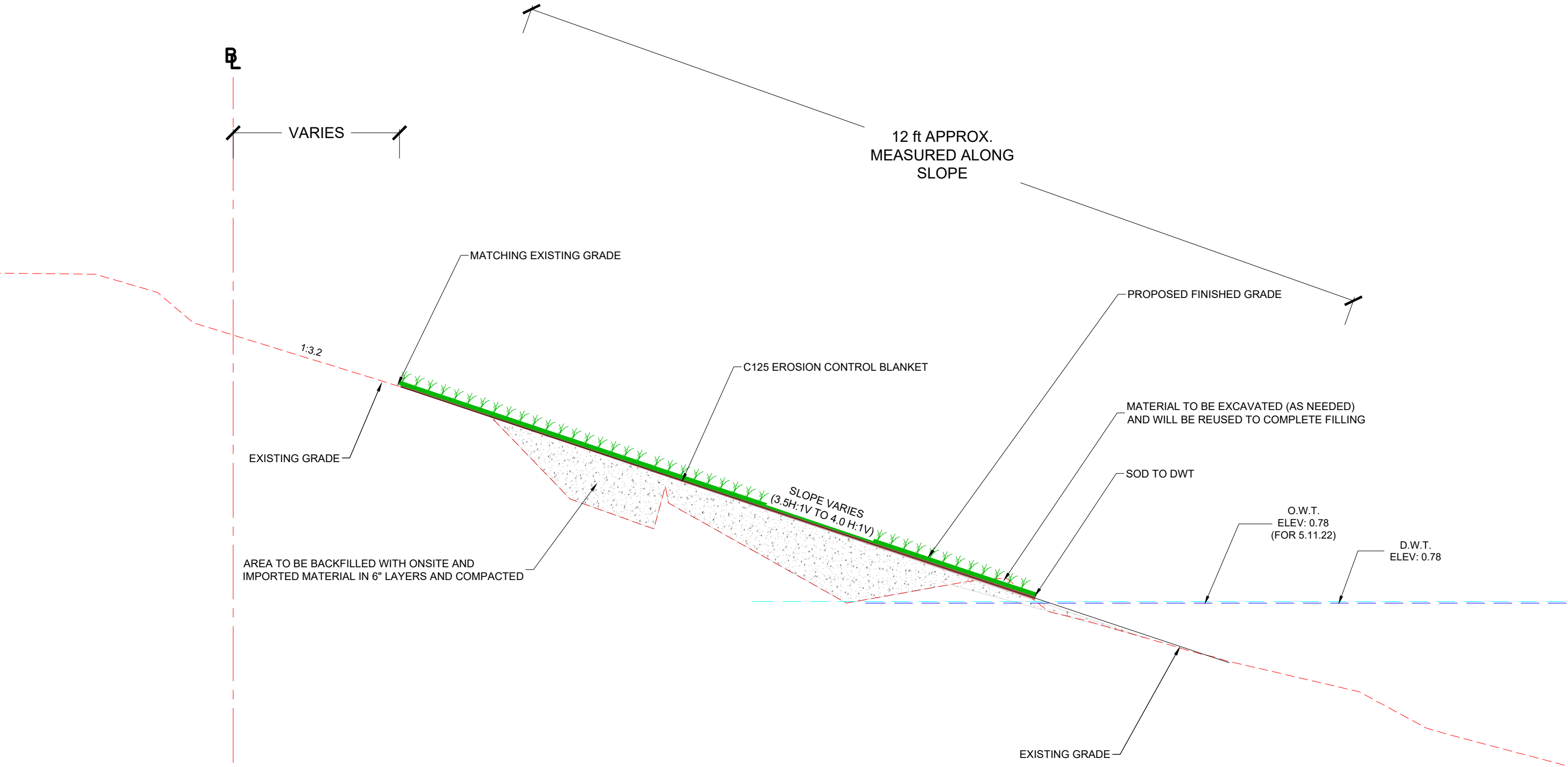
*Andre van den Berg*

\_\_\_\_\_  
Landshore® Enterprises Representative Signature

\_\_\_\_\_  
Date

9/1/2022

\_\_\_\_\_  
Date



REVISIONS			Erosion and Sedimentation Control Plan for Cutler Cay Community Development District Lake 1			 <b>Landshore Enterprises, LLC</b> Environmental Engineering, Erosion Control & Construction Management d/b/a Erosion Restoration, LLC "Your Shoreline Protection Specialists"	118 Shamrock Blvd. Venice, FL 34293 Office: 941-303-5238 Fax: 941-218-6113 E-mail: info@landshore.com	BY: _____ PIETER M. LOMBARD, P.E. FL LIC. No. 66596 ENGINEER OF RECORD	TYPICAL SECTION - GRADING AND SHAPING	PROJECT NO.	SHEET	OF
DATE	BY	DESCRIPTION								2022-043	1	1
										DRAWN BY:	DATE:	SCALE:
										NV	09/02/2022	N.T.S

© Erosion Restoration, LLC.

**DISTRICT ENGINEERS OPINION ON THE  
PROPOSALS FOR THE EROSION CONTROL  
SHORELINE RESTORATION PROJECT**

**TO BE DISTRIBUTED  
UNDER SEPARATE COVER**



**SMALL PROJECT AGREEMENT  
(Sidewalk Repairs 2022)**

THIS SMALL PROJECT AGREEMENT is made and entered into this 16<sup>th</sup> day of September, 2022 (the "Agreement"), by and between:

**CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Miami-Dade County, Florida, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"),

and

**FLORIDA SIDEWALK SOLUTIONS LLC**, a Florida limited liability company, having as its business and mailing address, 7051 S.W. 22 Court, Davie, Florida 33317 (the "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**, the District desires to hire a service provider to repair certain sidewalks within the District boundaries; and

**WHEREAS**, the Contractor has submitted a proposal, dated August 25, 2022, to complete sidewalk repairs and associated services over the specified project areas within the District (the "Work"), a copy of said proposal being attached hereto and made a part hereof as Exhibit A (the "Proposal"); and

**WHEREAS**, Contractor represents that it is qualified and possesses the necessary equipment, skill, labor, licenses, and experience to perform the Work as detailed in this Agreement.

**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. DUTIES.**

A. The duties, obligations, and responsibilities of the Contractor are those as more particularly described in this Agreement and the Exhibit attached hereto and incorporated herein.

B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met in accordance with this Agreement and industry standards.

C. Contractor shall report to the District Manager or her designee.

D. Contractor shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, bonds and other accessories and services necessary to complete said Work in accordance herewith and with the conditions and prices as stated herein, in Exhibit A.

E. Contractor shall furnish all tools, equipment, materials and supplies necessary to do all the Work in a substantial, quality, and workmanlike manner.

F. Contractor shall perform all the Work and provide all the labor required by and pursuant to this Agreement.

G. Contractor shall remove and clean up all rubbish, debris, excess material, tools and equipment from streets, alleys, parkways, open space and adjacent property that may have been used or worked on by the Contractor in connection with the performance of the Work.

H. Contractor will 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 his own cost any damage or injury occurring from any cause resulting from Contractor's acts or omissions or the acts or omissions of its subcontractors or suppliers.

I. The Work shall be completed in an expeditious manner to limit the inconvenience to the property owners and tenants within the District and the general public utilizing the District's facilities.

J. Contractor acknowledges that it is aware of, has knowledge of, and understands the safety and maintenance of traffic (MOT) rules, regulations, and standards of the Florida Department of Transportation, including but not limited to the 2008 FDOT Design Standard for "Multilane Work Within the Travel Way Median or Outside Lane," and further agrees to strictly adhere to all such rules, regulations, and standards in connection with all Work performed under this Agreement, to which such rules, regulations, and standards are applicable. All cones, high-visibility apparel (vests), barricades, shall be provided by Contractor at its cost and expense.

K. All employees or agents of Contractor performing Work under this Agreement shall do so in a professional manner and in a uniform that identifies Contractor, and which includes a shirt (no tank tops) and pants/shorts.

L. Contractor will remove twenty-nine (29) trip hazards at the specified project area. Contractor will cut trip hazards at a slope of 1 to 12 ratio. Contractor will reduce trip hazards to a 0" vertical height.



**SECTION 3. COMPENSATION.** District agrees to compensate the Contractor in accordance with the Proposal, in the total lump sum amount not to exceed **THREE THOUSAND ONE HUNDRED EIGHTY-FOUR AND 83/100 (\$3,184.83) DOLLARS** for the Work pursuant to this Agreement.

It is further understood that District shall be responsible, at cost, for any permit fees required by Miami-Dade County, any municipality or other governing entity or agency having jurisdiction thereof (if any).

The District agrees to pay Contractor the total contract price stated above upon completion of the Work and after the Work has passed final inspection by the District and applicable permitting agencies, if any. Invoices shall be generated from the Contractor and delivered to the District so that payments can be made.

**SECTION 4. 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 Contract 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 premiums.

**SECTION 5. TERM.** This Agreement shall commence upon signature and shall continue until the Work described herein is completed. The Work over the Project Areas shall be completed by Contractor within thirty (30) days of the effective date of this agreement, subject to the provisions of Section 13 herein. The Contractor understands and acknowledges that the Work, as defined herein, is essential to use and enjoyment of the District facilities by the residents, property owners within the District and the general public.

**SECTION 6. INDEMNIFICATION.**

A. Contractor shall indemnify, defend, and save harmless District, its respective officers, agents, servants, employees, volunteers and representatives 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 officers, agents, servants or employees arising from this Agreement 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 11 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. 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, or the doctrine of sovereign immunity.

**SECTION 7. 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 8. 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 9. CANCELLATION/TERMINATION.** The District shall also have the right to cancel/terminate this Agreement (1) for convenience at anytime and without any liability therefor prior Contractor's initiating work at any of the Project Areas under this Agreement (2) for convenience at anytime upon payment to Contractor of documented costs and reasonable overhead and profit for completed work only, and (3) 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 the cure the non-compliance.

**SECTION 10. WARRANTY.** The Contractor warrants its work against defects in materials or workmanship for a period of one (1) year from final acceptance by District. Any defects noted within this time period shall be timely corrected by Contractor at Contractor's expense. Contractor shall make the necessary corrections within ten (10) days of receipt of the written notice from District.

#### **SECTION 11. INSURANCE.**

A. The Contractor shall maintain at its own cost and expense the following insurance coverages during the execution and performance of the Work under this Agreement:

- i. Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the

United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars (\$100,000.00) per accident. Contractor shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment. If Contractor is an exempt under Florida law, Contractor shall provide the exemption documents upon execution of this Agreement.

- ii. Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage; and
5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

- iii. Comprehensive Automobile Liability, covering owned, non-owned, or rented automotive equipment to be used in performance of the Work, with minimum limits of \$500,000, with no restrictive endorsements.

B. \_\_\_\_ If checked here, the Work or a portion thereof is to be performed within the right-of-way or property of Miami-Dade County (the "County"), in which case the Contractor is required to comply with certain contractual provisions regarding insurance and indemnification as required by separate Agreement between the District and the County (the "ROW Agreement"). Copies of said ROW Agreement are available to Contractor upon Contractor's request to the District Manager of the District.

C. District and County (if Section 11.B is checked) shall be Additional Named Insureds under the policies of insurance required pursuant to this Agreement.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities but are merely minimum requirements established by the District. District reserves the right to reasonably require other insurance coverages that District deems necessary depending upon the risk of loss and exposure to liability.

E. Insurance companies selected must be acceptable to District and County (if Section 11.B is checked). All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially

changed or renewal refused until at least thirty (30) calendar days written notice has been given to District and the County (if Section 11.B is checked) by certified mail.

F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District and County (if Section 11.B is checked) with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Contractor shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the District or County for payment or assessments in any form on any policy of insurance.

I. The clauses, "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the County is named as an additional insured shall not be applicable to County.

J. Contractor shall furnish District with a Certificate of Insurance evidencing compliance with the requirements of this Section 11 prior to performing Work hereunder. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of that period of the Agreement and extension there under is in effect. Contractor shall not continue to complete the improvements required by this Agreement unless all required insurance remains in full force and effect.

K. Violation of the terms of this Section 11 and its sub-parts shall constitute a breach of the Agreement, and District, in its sole discretion, may cancel the Agreement, and all rights, title and interest of the Contractor in this Agreement shall thereupon cease and terminate.

## **SECTION 12. CHANGES IN WORK.**

A. District may further 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 13. 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 responsible government entity, 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 Work.

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

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 by Contractor for extension of time to complete the Work shall be made in writing to the District.

### **SECTION 14. 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 sent by U.S. Certified Mail, Return Receipt Requested or Overnight Delivery by a recognized national overnight delivery service to:

**DISTRICT:**                   **Cutler Cay Community Development District**  
c/o Special District Services, Inc.  
2501A Burns Road  
Palm Beach Gardens, Florida 33410  
Attention: District Manager

**With copy to:**           **District Counsel**  
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
Suite 600  
515 East Las Olas Boulevard  
Fort Lauderdale, Florida 33301  
Attention: Dennis E. Lyles, Esq.

**CONTRACTOR:**           **Florida Sidewalk Solutions LLC**  
7051 S.W. 22 Court  
Davie, Florida 33317  
Attention: Manager

### **SECTION 15. 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 CONTRACTOR'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 BEACH GARDENS, FLORIDA 33410**  
**TELEPHONE: (305) 777-0761**  
**EMAIL: fware@sdsinc.org**

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

**SECTION 22. ACCEPTANCE OF PROPOSAL.** District's acceptance of the Contractor's Proposal set forth in Exhibit A is expressly contingent upon the parties executing this Agreement instrument in full and with the understanding by all parties that Contractor is being ordered to perform the Work over the Project Areas described in Exhibit A.

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

**SECTION 24. E-VERIFY.** Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. Notwithstanding the provisions of Section 9 herein, if the District has a good faith belief that the Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a subcontractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the

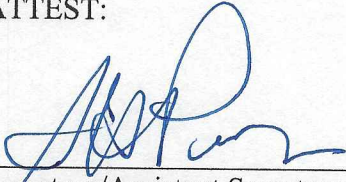
federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

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IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

ATTEST:


  
Secretary/Assistant Secretary

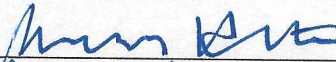
CUTLER CAY COMMUNITY  
DEVELOPMENT DISTRICT

  
Chairperson/Vice-Chairperson

20 day of September, 2022

WITNESSES:


  
Yzabella Hernandez  
[PRINT NAME OF WITNESS]

  
Bonnie Higginbottom  
[PRINT NAME OF WITNESS]

CONTRACTOR:

FLORIDA SIDEWALK SOLUTIONS  
LLC, a Florida limited liability company

DINA SDANKUIS

By:   
Title: CEO

16 day of September, 2022

**EXHIBIT A**

**Proposal**

August 25, 2022

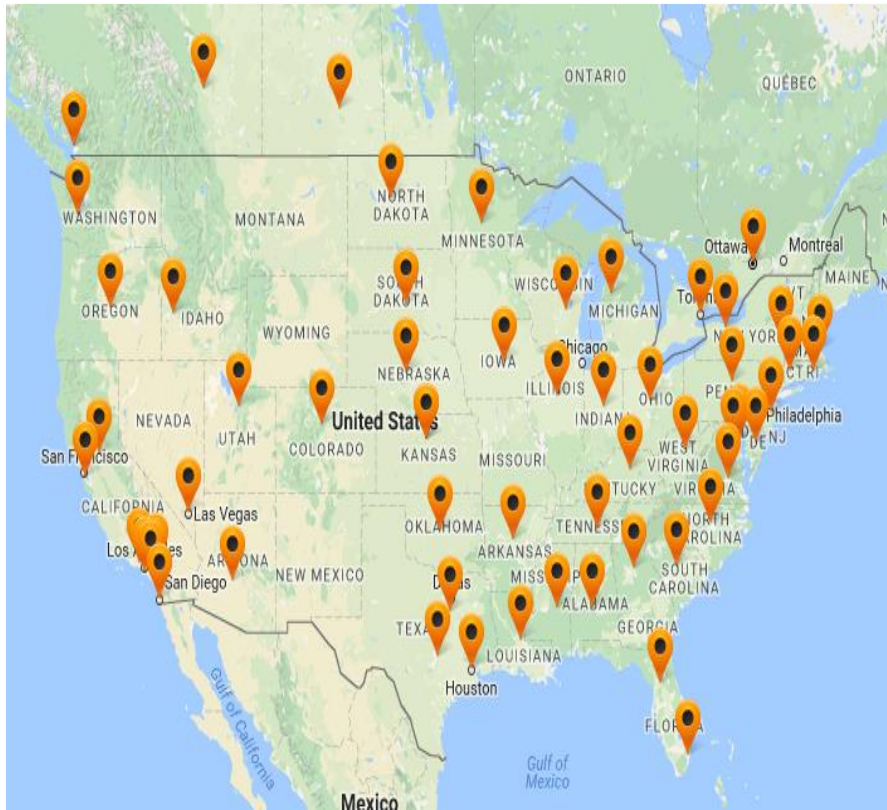
Cutler Cay Community  
7755 SW 192nd Street  
Cutler Bay, FL 33157  
C/O Ronald Galvis

# SIDEWALK TRIP HAZARD EVALUATION





# Florida Sidewalk Solutions



Florida Sidewalk Solutions (FSS) is an affiliate of Precision Concrete Cutting, the global leader in Sidewalk Asset Management. FSS has been servicing South Florida since 2005, utilizing six U.S. patents awarded for trip hazard removal, equipment and technique.

U.S. Pat. No. 6,827,074  
U.S. Pat. No. 7,000,606  
U.S. Pat. No. 7,201,644

U.S. Pat. No. 6,896,604  
U.S. Pat. No. 7,143,760  
U.S. Pat. No. 7,402,095

Florida Sidewalk Solutions assesses thousands of miles of sidewalk infrastructure each year for both cities and communities using our proprietary Smartphone Surveying Technology. This technology provides the insight and knowledge our clients need to make data driven, well-informed decisions about repairing their uneven sidewalk trip hazards.



Cutler Cay Community  
7755 SW 192nd Street  
Cutler Bay, FL 33157  
C/O Ronald Galvis

## OUR PROMISE TO YOU...

### Florida Sidewalk Solutions

Proprietary and  
Patented Cutting  
Technology to  
repair trip hazards.



#### Our work is guaranteed to offer the following benefits:

- **Cost Savings** - Remove trip hazards at a fraction of the cost of other methods
- **A.D.A. Compliance** - Approved and compliant with all A.D.A. standards
- **Mapping Services** - GPS mapping integrated with Google Earth Map
- **Clean** - No mess left behind = Reduced resident complaints
- **Safety** - Decrease liability on your pedestrian SIDEWALKs by increasing safety
- **Low Impact** - Average removal time is less than 20 minutes per repair
- **Minimum Disruption** - No sidewalk closures or incidental costs
- **Full-Service Contractor** - Sidewalk Maintenance Program and Consultation Services

## Before & After – Liability Removal - Superior Results





# GRINDING VS. FSS SAW CUTTING TECHNOLOGY

The biggest contrast between grinding and the Florida Sidewalk Solutions' repair method is the quality, aesthetics, and A.D.A. compliance our patented saw-cutting offers.

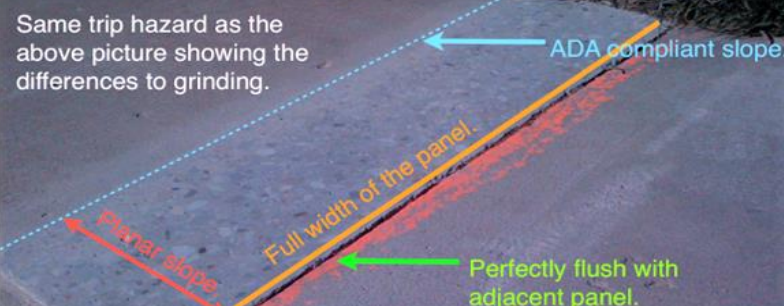
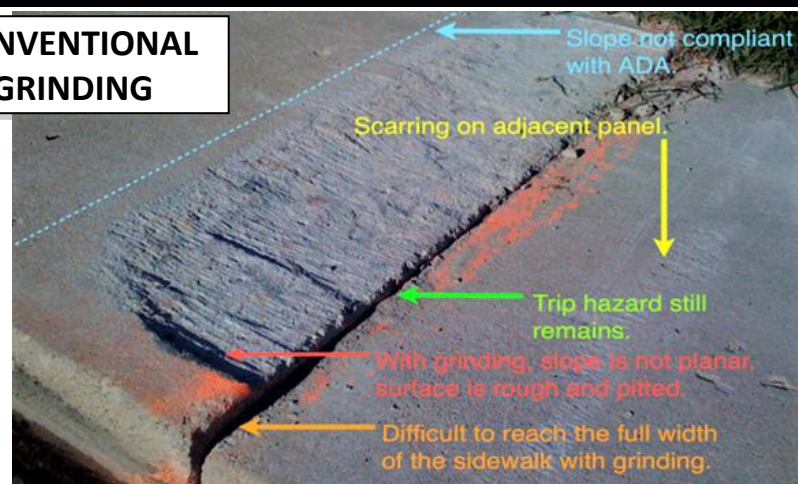
## Grinding Limitations:

- Damages the concrete, breaks edges, knocks out aggregate
- Looks rough, unfinished and highlights the uneven scarring
- Does not meet A.D.A. slope requirements

## FSS Advantage:

- Our finish is **flush against adjacent slab.**
- Our slope meets all **A.D.A. Specifications.**
- Our sidewalks are the **safe.**
- Our technique is the **fast.**
- Our service is **SUPERIOR.**

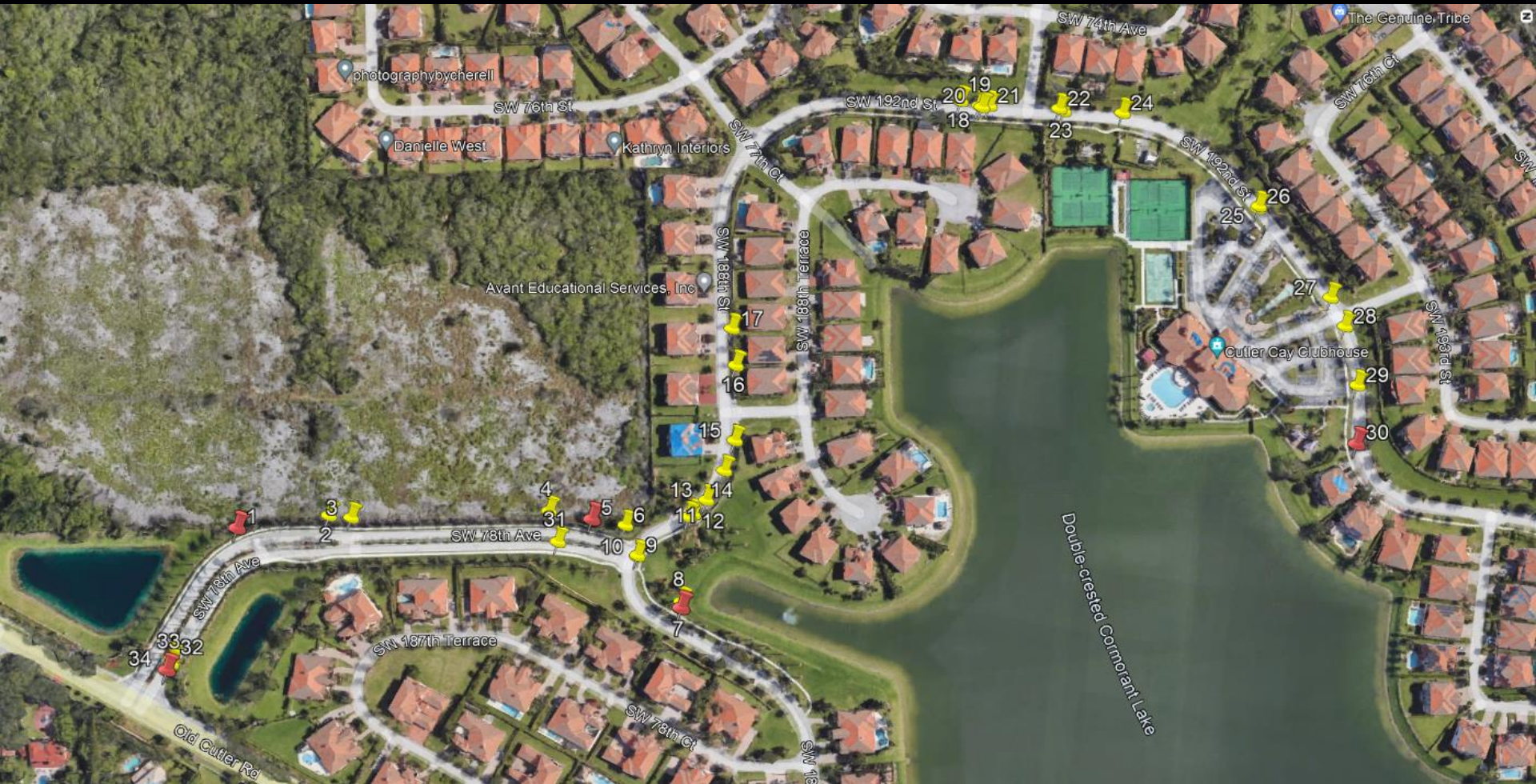
### CONVENTIONAL GRINDING



### FSS SAW CUTTING



# TRIP HAZARD REPAIR MAP





## **SIDEWALK SURVEY RESULTS**

### **Complete Survey Results:**

- Trip Hazards Listed: **29**
- Lineal Feet of Corrections: **151**
- Repair Location: **Cutler Cay Community Development District**
- Trip Hazard Repair Quote: **\$3,184.52**

The above quote reflects a 10% discount detailed on the following page

### **FSS Recommended Corrective Actions:**

- Remove 29 Trip Hazards; correcting 151 Lineal Feet of displaced sidewalk currently not meeting ADA Sidewalk Safety Specifications



August 25, 2022

Cutler Cay Community  
7755 SW 192nd Street  
Cutler Bay, FL 33157  
C/O Ronald Galvis

## DISCOUNT OPTION:

Proposed Sidewalk Trip Hazard Corrections - 29

**Repair Quote**

**\$3,538.35**

Price valid for 90 days

**Quick Approval Discount**

**\$3,184.52**

**10% Discount (\$353.83 Savings)**

**For Quick Approval by September 30,  
2022**

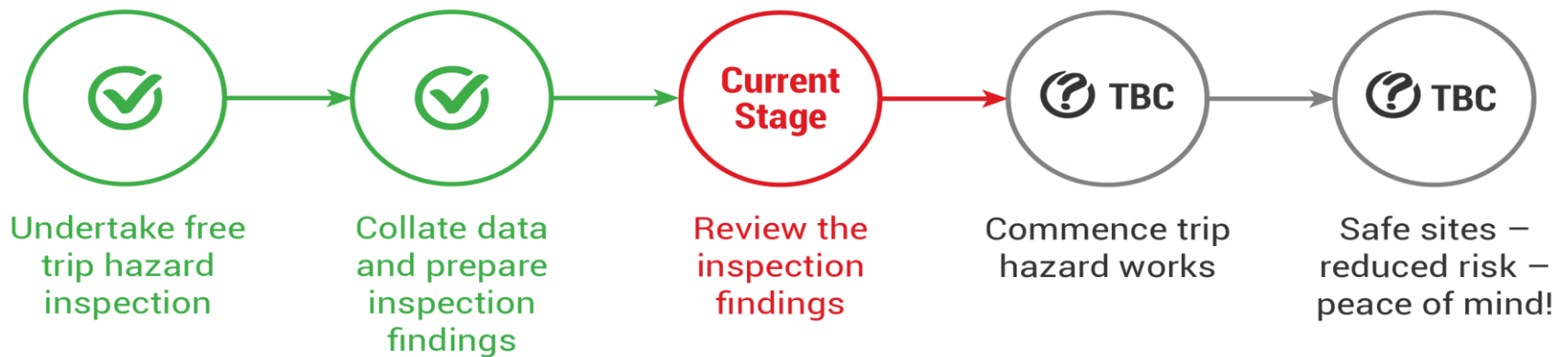
### QUICK APPROVAL DISCOUNT OPTION:

- To take advantage of the **\$353.83 SAVINGS** approval must be received by **September 30, 2022**. This prompt permission to move forward will ensure the numbers on the ground on each trip hazard do not fade away.

# WHAT'S NEXT

**Where are we at?**

Inspection delivered - Recommendations Made – Awaiting Approval





Cutler Cay Community  
7755 SW 192nd Street  
Cutler Bay, FL 33157  
C/O Ronald Galvis

# Florida Sidewalk Solutions

## ABOUT OUR WORK:

- Please note, this survey in no way constitutes or guarantees the identification of every trip hazard on site. Therefore, the final determination of the work to be performed shall be the sole responsibility of the customer. Florida Sidewalk Solutions (FSS) removes only those trip hazards specifically requested by customers and therefore makes no guarantee or representation that the property is free of trip hazards after the project is completed.
- ALL jobs require a Florida Sidewalk Solutions signed Notice to Proceed / Contract for Patented – Saw Cutting Trip Hazard Removal in order to be scheduled. Any changes or additions are subject to contract document legal fees.
- Our work requires the use of generators - therefore, we cannot work in rainy conditions or with wet concrete.
- Florida Sidewalk Solutions does not remove or replace sidewalks. This property has five locations beyond our scope of work and in need of replacement – **See red pinpoints on map**. Areas noted for replacement are recommendations only and are not included in this proposal. Replacements are the sole responsibility of the customer.

## LICENSE AND INSURANCE:

- Town of Davie Occupational license: #41998 /Broward County Occupational license: #329-30464
- Miami-Dade County Occupational license: #607999-0 /Certificate of Competency: E0600786 / Federal Tax ID: #56-2520955
- Certificate of Liability includes: General Liability=\$2,000,000/General Aggregate=\$2,000,000 / Automobile=\$1,000,000/ Worker's Comp=\$1,000,000 / Please let us know in advance if you need to be listed as a *Certificate Holder* on our policy.



## Notice to Proceed / Contract for Patented-Saw Cutting Trip Hazard Removal

THIS CONTRACT is made and entered into this 25<sup>th</sup> day of August 2022 by and between **Florida Sidewalk Solutions, LLC**, whose principal address is 7051 S.W. 22<sup>nd</sup> Court, Davie, Florida 33317, and Cutler Cay Community whose principal address is 7755 SW 192<sup>nd</sup> Street Cutler Bay, FL 33157 (herein referred to as **"Property Owner"**). Property Owner has retained Florida Sidewalk Solutions to perform services at the property located at 7755 SW 192<sup>nd</sup> Street Cutler Bay, FL 33157 (herein referred to as **"Project Location"**).

### 1. DEFINITIONS

The following are the definitions of material terms used in this Contract:

(a) "Trip Hazard" is an uneven condition at the juncture between concrete slabs of a sidewalk which is characterized by a vertical change of over 1/4 inch or more.

(b) "Subterranean Conditions" are conditions below the ground's visible surface which can change the slope and levels of a sidewalk's concrete slabs. These conditions include but are not limited to tree roots and ground settling.

### 2. SCOPE OF WORK

Florida Sidewalk Solutions will remove 29 trip hazards at the Project Location. This task will be completed using a patented, ADA-compliant saw-cutting method. Please note this contract is based on an estimate completed on August 23, 2022. The customer acknowledges that said estimate was reviewed and approved and such, does not constitute the removal of every trip hazard on site.

Florida Sidewalk Solutions will cut trip hazards at a slope of 1 to 12 ratio. Florida Sidewalk Solutions will reduce these trip hazards to a "0" vertical height. The patented saw will cut completely across the sidewalk's edges leaving a uniform finish. Florida Sidewalk Solutions cannot cut next to any pavers. Our patented saw cutting method is a horizontal saw cutting method and cutting next to any type of pavers would be considered "out of the scope" of our work. Florida Sidewalk Solutions does not replace sidewalks. Any areas noted in our estimate for replacement are only recommendations and are the sole responsibility of the customer. **Florida Sidewalk Solutions warrants our workmanship for a period of 90 days from the completion date.**

### 3. PRICING

**29 Cuts at the Total Cost of \$3,184.83**

**Initial Deposit due prior to commencement is WAIVED**

**Balance Due at Completion of project is \$3,184.83**

### 4. PAYMENT TERMS

Property Owner should make all checks payable to Florida Sidewalk Solutions, LLC.

Property Owner must pay the initial deposit prior to the start date. The Property Owner's remaining balance becomes due and owing thirty (30) days from the completion date. If the Property Owner fails to pay the remaining balance in full within thirty (30) days from the completion date, an additional 10% of the total contract price is added to the remaining balance.

If the Property Owner fails to pay the remaining balance in full within sixty (60) days from the completion date, an additional 20% of the total contract price is added to the remaining balance.

### 5. LIABILITY

#### 5.1 LIMITATION OF LIABILITY

FLORIDA SIDEWALK SOLUTIONS SHALL NOT BE LIABLE FOR PROPERTY DAMAGES OR PERSONAL INJURY CAUSED BY (1) SUBTERRANEAN CONDITIONS OF THE PROJECT LOCATION WHICH ARISE NINETY DAYS OR MORE FROM FLORIDA SIDEWALK SOLUTIONS' COMPLETION OF ITS WORK, OR (2) ANY WILLFUL DAMAGES, NEGLIGENCE, ALTERATIONS OR REPAIRS OF THE PROJECT LOCATION BY THE PROPERTY OWNER, ITS EMPLOYEES, AGENTS, OR THIRD-PARTIES AFTER FLORIDA SIDEWALK SOLUTIONS COMPLETES ITS WORK.

5.2 INDEMNIFICATION

PROPERTY OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS FLORIDA SIDEWALK SOLUTIONS, ITS PARENT AND AFFILIATED COMPANIES, SUBSIDIARIES, AND ITS RESPECTIVE OWNERS, MEMBERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DEMANDS, ACTIONS, OR OTHER PROCEEDINGS, INCLUDING BUT NOT LIMITED TO ALL DAMAGES, LOSSES, LIABILITIES, JUDGEMENTS, COSTS, AND EXPENSES ARISING FROM ANY TRIP HAZARDS NOT LISTED ON ESTIMATE AND/OR INVOICE CUT SHEET.

5.3 INDEMNIFICATION

PROPERTY OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS FLORIDA SIDEWALK SOLUTIONS, ITS PARENT AND AFFILIATED COMPANIES, SUBSIDIARIES, AND ITS RESPECTIVE OWNERS, MEMBERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DEMANDS, ACTIONS, OR OTHER PROCEEDINGS, INCLUDING BUT NOT LIMITED TO ALL DAMAGES, LOSSES, LIABILITIES, JUDGEMENTS, COSTS, AND EXPENSES ARISING FROM ANY CONDITION(S) OF THE PROJECT LOCATION'S SIDEWALKS WHICH IS/ARE ARISING OUT OF (1) SUBTERRANEAN CONDITIONS AT THE PROJECT LOCATION WHICH ARISE NINETY DAYS OR MORE FROM FLORIDA SIDEWALK SOLUTIONS' COMPLETION OF ITS WORK, OR (2) ANY WILLFUL DAMAGES, NEGLIGENCE, ALTERATIONS OR REPAIRS OF THE PROJECT LOCATION BY THE PROPERTY OWNER, ITS EMPLOYEES, AGENTS, OR THIRD-PARTIES AFTER FLORIDA SIDEWALK SOLUTIONS COMPLETES ITS WORK.

5.4 EFFECT OF TERMINATION; SURVIVAL

FLORIDA SIDEWALK SOLUTIONS AND PROPERTY OWNER EXPRESSLY AGREE THAT THE RESPECTIVE OBLIGATIONS AND DUTIES SET FOR IN SECTIONS 5.1 AND 5.2 SHALL SURVIVE FLORIDA'S SIDEWALK SOLUTIONS' COMPLETION OF WORK AND THE TERMINATION OR EARLY TERMINATION OF THIS CONTRACT.

6. WEATHER CONDITIONS

FLORIDA SIDEWALK SOLUTIONS IS UNABLE TO WORK IN RAINY CONDITIONS OR WHEN THERE IS WET CONCRETE BECAUSE ITS WORK REQUIRES GENERATORS. FLORIDA SIDEWALK SOLUTIONS SHALL NOT BE RESPONSIBLE FOR OR LIABLE IN ANY WAY FOR DELAYS RESULTING FROM AN ACT OF GOD OR WEATHER CONDITION OUTSIDE OF ITS CONTROL.

7. BINDING EFFECT

This Contract shall be binding upon, and inures to the benefit of, the parties to this Contract and their respective successors and assigns.

8. ATTORNEY'S FEES

If any action in law or in equity is brought to enforce or interpret the provisions of this Contract, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which the prevailing party may be entitled.

**Florida Sidewalk Solutions**  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Property Owner**  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/04/2022

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 have **ADDITIONAL INSURED** provisions or 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).

<b>PRODUCER</b> Townsend Insurance Services, LLC 5931 NW 61st Manor  Parkland FL 33067	<b>CONTACT NAME:</b> Darcy Silver <b>PHONE (A/C, No, Ext):</b> (954) 764-9099 <b>E-MAIL ADDRESS:</b> darcy@tisinsfl.com <b>FAX (A/C, No):</b> (954) 960-6357
<b>INSURED</b> Florida Sidewalk Solutions LLC 7051 SW 22nd Court  Davie FL 33317	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> AmGuard <b>INSURER B:</b> Technology Insurance Company, Inc. <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 42390 42376

**COVERAGES****CERTIFICATE NUMBER:** CL228303484**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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	Y	FLBP375309	08/05/2022	08/05/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 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
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			FLAU356508	08/05/2022	08/05/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			FLUM324133	08/05/2022	08/05/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	TWC4147388	08/05/2022	08/05/2023	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Cutler Cay Community Development District is listed as an additional insured, when required by written contract, in the general liability section of the contractor's insurance policy and providing waiver of subrogation.

**CERTIFICATE HOLDER****CANCELLATION**

Cutler Cay Community Development District c/o  
Special District Services, Inc  
2501 A Burns Rd.  
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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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/03/2022

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<b>PRODUCER</b> Townsend Insurance Services, LLC 5931 NW 61st Manor  Parkland FL 33067	<b>CONTACT NAME:</b> Darcy Silver <b>PHONE (A/C, No, Ext):</b> (954) 764-9099 <b>E-MAIL ADDRESS:</b> darcy@tisinsfl.com <b>FAX (A/C, No):</b> (954) 960-6357
<b>INSURED</b> Florida Sidewalk Solutions LLC 7051 SW 22nd Court  Davie FL 33317	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> AmGuard <b>INSURER B:</b> Technology Insurance Company, Inc. <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 42390 42376

**COVERAGES****CERTIFICATE NUMBER:** CL228303484**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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	Y	FLBP375309	08/05/2022	08/05/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 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
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			FLAU356508	08/05/2022	08/05/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			FLUM324133	08/05/2022	08/05/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	TWC4147388	08/05/2022	08/05/2023	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**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 an additional insured, when required by written contract, in the general liability section of the contractor's insurance policy and providing waiver of subrogation.

**CERTIFICATE HOLDER****CANCELLATION**Special District Services, Inc.  
2501A Burns Rd.

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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## CC Cutler Cay CDD – Sidewalk Slabs to be Replaced

GenCon

Big T

Atlantic Southern

Scope:

Replace FIVE (5) standard (5'x5' – 5" Depth) sidewalk slabs in the community.

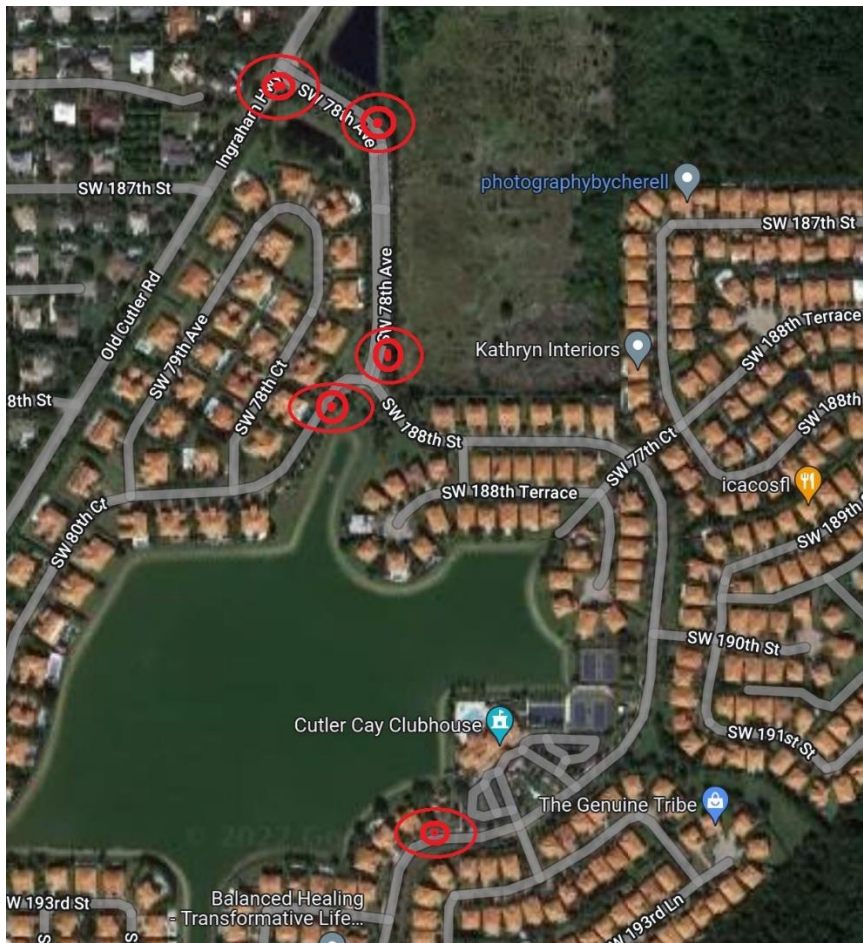
- Based on the complete inspection performed by Florida Sidewalk Solutions.
- Sidewalks to be installed as per the Engineer's approved drainage and paving plans.
- Specific locations in the attached map.

Total Price: **\$4,950.00**

Total Price: **\$7,200.00**

Total Price: **\$8,676.00**

## Cutler Cay CDD – Sidewalk Slabs to be Replaced







## GenCon Partners, Inc.

12940 SW 128TH ST - SUITE 104 / MIAMI, FL 33186

PROPOSAL SUBMITTED TO	Cutler Cay CDD	DATE	9.23.22
NAME	Ronald Galvis	JOB NAME	Cutler Cay - Sidewalk
STREET		STREET	
CITY		CITY	Miami, FL
EMAIL	<a href="mailto:rgalvis@sdsinc.org">rgalvis@sdsinc.org</a>	JOB #	0922-051

We hereby submit specifications and estimates for:

SCOPE	QTY	UOM
Excavation of Existing Concrete Sidewalk	5	EA
Form & Pouring of Concrete Sidewalk at 5" Depth	5	EA

**TOTAL** **\$4,950.00**

### NOTES

- 1 Permit is not included in the pricing provided, to be covered by OWNER if needed.
- 2 Payment required once job is concluded

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_



# BIG T DEVELOPMENT, INC

2733 N.E. 11 Street  
Pompano Beach, Florida 33062  
Office: 954-975-8962  
Fax: 954-975-6818

Customer: Special District Services 8785 SW 165 <sup>th</sup> AVE #200	Phone: 1-785-347-2711	DATE: 09/14/22
Fax Number:	Job name: Cutler Cay <u>7755 SW 192nd St.</u>	Contact name: Ronald Gavis
Cell Phone:	Job Location: <u>7755 SW 192nd St.</u> Cutler Bay, FL 33157	Email: <u>rGalvis@sdsinc.org</u>

**WE hereby submit specifications:** Big T Trip Hazard Repair specializes in removing uneven trip hazards from uneven sidewalks as a regularly scheduled maintenance schedule, bringing them fully ADA (Americans with Disabilities Act) compliant and virtually hazard free. Big T will supply labor and material to complete the following scope of work that is to be continuous during regular daytime hour. If permits needed an additional \$800 plus all required city costs will be added.

1. Big T will cut and haul (5) 5' by 5' sections of sidewalk up to 5" thick.
2. Big T will form all areas of removed sidewalk and remove dirt and compact to city code.
3. Big T will use concrete pump and Concrete truck to replace concrete with a non-slip broom finish.

- Big T is not responsible any damages to sod, we do not provide landscaping that must be provided by others.
- Any stand by or shut down due to others will be billed hourly for equipment and personal on site at time of shut down.
- Big T is not responsible for any damages to anything that may be embedded in or directly underneath concrete to be cut/excavated.
- Big T will use barricades/caution tape to secure areas that have been removed but it is up to the association to notify and make residents aware of our work and work dates.
- Do to changing soil conditions, water leaks, roots etc. Big T is not responsible for any trip hazards after work has been accepted.

**We Propose** v Hereby to furnish material & labor – complete in accordance with above specifications. Final price based on field measurement's

For the sum of: **\$ 7,200.00 (Seven Thousand Two Hundred Dollars)**

With payment made as follows: **NET 30 PER INVOICE**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the original estimate.

## Acceptance of Proposal

The above prices, specifications and conditions listed on back of proposal are satisfactory and are hereby accepted. Signature: \_\_\_\_\_

You are authorized to do the work as specified. Payment will be made as outlined above. Date: September 14, 2022 Gene Stoller

Date of Acceptance: \_\_\_\_\_ Signature: \_\_\_\_\_

**\*If approved and accepted a copy must be signed by the customer and sent to Big T Development Inc., before the start of any work. This estimate is Valid for 30 days. \***

# Pavement Maintenance Proposal

---

**SDS Inc**  
Ronald Galvis

**Project:**  
**Cutler Cay CDD**  
7755 SW 192nd St  
Cutler Bay, FL 33157



Phil Delvaille  
Account Manager

# Your Pavement Contractor

## Company Info



Atlantic Southern Paving and Sealcoating  
6301 W Sunrise Blvd  
Sunrise, FL 33313

P: 954-581-5805  
F: 954-581-0465

<http://www.atlanticsouthernpaving.com>

## Contact Person

Phil Delvaille  
Account Manager  
[phil@atlanticsouthernpaving.com](mailto:phil@atlanticsouthernpaving.com)  
Cell: 954-707-0752  
Office 954-581-5805

## About Us

### We Solve Problems and Make Complicated Simple!

We understand that as a manager, owner or investor of properties all over the United States, you need a partner to develop a strategic plan that will preserve your investment for the long term for the least amount of money.

**Atlantic Southern Paving & Sealcoating** provides pavement design, maintenance & construction services to the residential, commercial, recreational and industrial markets throughout the United States.

Please find the enclosed proposal and do not hesitate to call us with any questions.

Watch a Video About Us: [CLICK HERE](#)

**FDOT Certified Contractor**

## Concrete Sidewalks

1. We have identified 5 area(s) comprising approx. 150 sq. ft for a new concrete surface.
2. Sawcut and remove damaged sidewalk.
3. Excavate and remove dirt and grass up to (exc tons) tons.
4. **New Concrete Surface:** We will form, place and finish 5 inches of 3,000 psi concrete. Control & Expansion joints will be installed as necessary.
5. **Finish:** The final finish of the new concrete surface will be Hand-Trowelled. If you desire a different finish, please let us know prior to the acceptance of this proposal.
6. **Barricading:** All areas will be barricaded before, during and after the project. It is the owners responsibility to make sure all barricades remain effective after our crews leave the jobsite.

Total Price: \$8,676.00

## Itemization of Costs

1. **Materials :** \$5,205.60

**Labor :** \$2,602.80

**Equipment :** \$867.60



## Existing Conditions



## Notes:

## Existing Conditions



**Notes:**

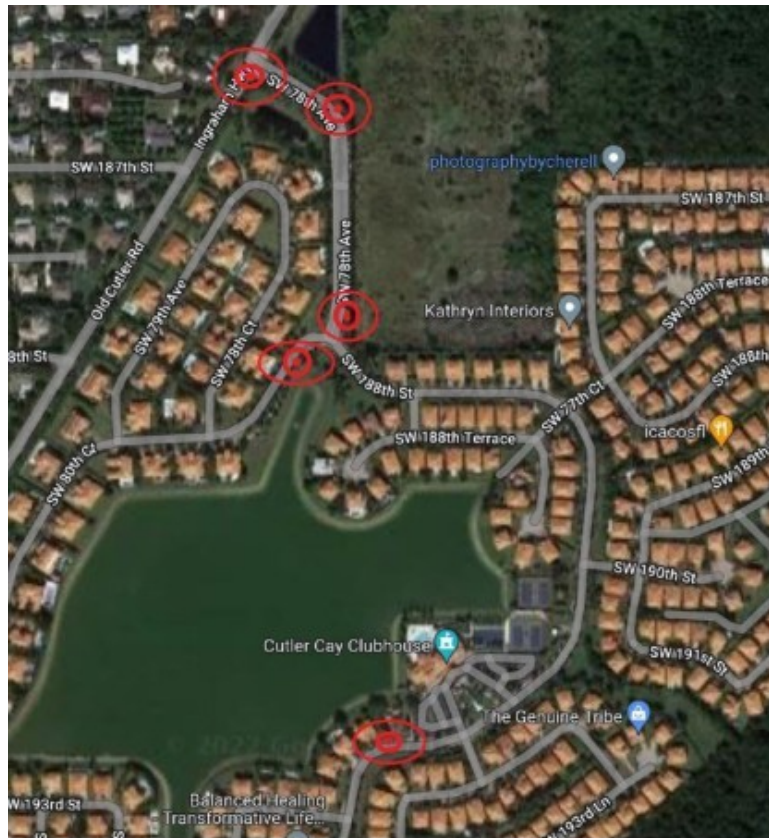


## Existing Conditions



**Notes:**

## Existing Conditions



## Notes:

# Price Breakdown: Cutler Cay CDD

Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on September 15, 2022.

Item	Description	Cost
1.	Concrete Sidewalks	\$8,676.00
Total:		\$8,676.00

## Authorization to Proceed & Contract

**The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. When signed, this document becomes a contract. E&OE**

We understand that if any additional work is required different than what is stated in this proposal/contract, it must be in a new contract or added to this contract. The parties also acknowledge that the time for performance of the work may be impacted by market conditions beyond contractor's control in which event the contract time shall be extended.

Please see all attachments for special conditions that may pertain to aspects of this project.

This price of this contract is based upon completion of the work within thirty days from the date hereof, thus the price is good for a period of up to 30 days from the date listed herein. If the work is not completed within thirty days, and the contractor experiences price increases for materials in excess of those upon which the price of this contract were based as of the date hereof, the contract price shall be increased by the amount of the documented price increase.

## Acceptance

We agree to pay the total sum or balance in full upon completion of this project.

40% deposit upon contract.

(A signed proposal and deposit are required prior to scheduling of the work)

Date: \_\_\_\_\_



Ronald Galvis | Field Operations Manager  
SDS Inc  
7755 SW 192nd St  
Cutler Bay, FL 33157  
[rgalvis@sdsinc.org](mailto:rgalvis@sdsinc.org)  
C: 786-503-1633

Phil Delvaille | Account Manager  
Atlantic Southern Paving and Sealcoating  
6301 W Sunrise Blvd  
Sunrise, FL 33313  
E: [phil@atlanticsouthernpaving.com](mailto:phil@atlanticsouthernpaving.com)  
C: 954-707-0752  
P: 954-581-5805  
F: 954-581-0465  
<http://www.atlanticsouthernpaving.com>

## Contract Terms & Conditions

1. The owner is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
2. 90% of contract amount and change orders must be paid prior to completing punch list items and/or any changes for additional work required by cities or municipalities.
3. It is understood and agreed that all work is performed "weather permitting".
4. Towing fees, if necessary, billed as actual. Any vehicles left in the construction area at commencement of the work will be relocated on site and billed to the Owner/Authorized Agent
5. Permit fees billed as actual. Processing fees billed in addition to the cost of permit: \$525

This proposal does not include the cost of permit fees, inspection fees or impact fees which may be required from the various agencies or municipalities having jurisdiction. If Owner/Authorized Agent directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting and fines are the responsibility of the Owner/Authorized Agent.

6. Change orders, additions or extras requested by Owner, Contractor or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum. All Change Orders must be approved and signed by Management/Board President/Building Owner (whichever applies.)
7. Atlantic Southern Paving & Sealcoating, LLC will not be responsible for paint adhesion to car stops that have not been pressured cleaned.
8. Cannot guarantee sealcoat longevity where there is standing water. Cracks in pavement will still be noticeable after sealcoating. Tire turning marks will be visible at first, but will disappear over time.
9. **Line Striping:** If there are existing car stops on the property, the new line striping of the parking stalls will not be installed beyond the car stop(s) unless they are removed. The striping machine cannot fit between the car stops. If you would like the existing car stops removed during the striping phase, there will be additional costs associated with this scope of work. It is the owner's responsibility to inform ASP if this is desired prior to commencement of the project.
10. **Asphalt Repairs/Paving:** If the actual asphalt is determined to be thicker than the proposed depth once the area(s) are excavated, ASP will provide photo documentation showing the additional depth and a change order will be sent to ownership for the additional material.
11. Additional mobilization(s) to be billed at \$2,500 each for **Asphalt Repairs**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
12. Additional mobilization(s) to be billed at \$2,500 each for **Sealcoating**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
13. Additional mobilization(s) to be billed at \$2,500 each for **Concrete Services**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
14. Additional mobilization(s) to be billed at \$5,000 each for **Paving**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing. Atlantic Southern Paving will provide a schedule to be approved by Owner prior to any additional mobilizations
15. Atlantic Southern Paving & Sealcoating, LLC cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
16. **ATLANTIC SOUTHERN PAVING & SEALCOATING, LLC will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked condition of the existing asphalt pavement.**
17. Owner agrees to pay asphalt over-runs at \$125.00 per ton.
18. Pricing does not include asphalt leveling unless stated otherwise in the original scope of work. Owners agrees to leveling at \$185.00 per ton



19. **Crack Sealing:** Hairline cracks, alligatored or spider web cracks or other failing asphalt areas cannot and will not be crack sealed. Crack sealing is designed to keep water out, not in, so ground water is subject to seep from wet areas.
20. All underground utilities including electrical, plumbing and irrigation lines if damaged or broken are the responsibility of the owner and not Atlantic Southern paving. If Atlantic Southern Paving needs to repair damages, the costs will be billed to the owner as a change order.
21. Atlantic Southern Paving and Sealcoating, LLC will not be responsible for trafficking, paint tracking or damage to cars or persons trespassing in designated construction areas.
22. Plans, engineering, layout, testing, bonds and as-builts by others.
23. The prices used in this proposal are based on the condition that all work quoted will be accepted in total.
24. This proposal, including all terms and conditions, shall become a legally binding attachment to any contract entered into between Atlantic Southern Paving & Sealcoating, LLC and the financially responsible company for which the work will be performed.
25. In the event of a dispute regarding this contract, the prevailing party agrees to pay reasonable attorney fees, collection costs and all related costs incurred until such dispute is settled.
26. Atlantic Southern Paving & Sealcoating, LLC will add a 1½% finance charge to any unpaid proper invoice past due at least (30) thirty days.
27. This proposal is based on work being completed during the hours of 8:00AM and 5:00PM, Monday through Thursday, excluding Friday, holidays and weekends.
28. **Asphalt Price Index:** Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there will be additional charge for the difference.
29. No warranties are honored unless payment is made in full. Atlantic Southern Paving and Sealcoating will provide a one (1) year warranty, starting on last day of substantial completion, on materials and workmanship. Normal wear and tear is not covered under this warranty.

## Concrete Repair

1. **Damaged Sod:** Atlantic Southern Paving is not responsible for the replacement of any damaged sod.
2. **Irrigation Lines:** Atlantic Southern Paving is not responsible for damaging or the replacement of any affected irrigation lines during construction.
3. **Utility Lines:** Atlantic Southern Paving is not responsible for damaging or the replacement of any affected utility lines running through the concrete.
4. If unforeseen roots are found to be present after demolition of the concrete, additional costs could be incurred to remove them.
5. We do not guarantee that the completed texture and/or color will match the existing areas.
6. **Brick Pavers:** Atlantic Southern Paving is not responsible for damage to any adjoining brick pavers during construction but we can repair them for an additional cost upon request.

Please click any of the links below to view and print all documents.

## Company Attachments

[COI 2023](#)



## **FIRST EXTENSION TO LAKE MAINTENANCE AGREEMENT**

THIS FIRST EXTENSION TO THE LAKE MAINTENANCE AGREEMENT (“First Extension”), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”), by and between:

**CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Cutler Bay, Miami-Dade County, Florida, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”), and

**SOLITUDE LAKE MANAGEMENT, LLC**, a Virginia limited liability company, registered to do business in Florida and doing business under the Florida fictitious name, **AQUATIC SYSTEMS**, having as its principal business and mailing address as 5869 Enterprise Parkway, Ft. Myers, FL 33905 (the “Contractor”).

### **RECITALS**

**WHEREAS**, the District and the Contractor’s predecessor, **AQUATIC SYSTEMS, INC.**, entered into an Agreement for Lake Maintenance Services on October 1, 2016 (the “Agreement”); and

**WHEREAS**, the Contractor and the District entered into a First Amendment to the Lake Maintenance Agreement on November 7, 2019, as amended by the Second Amendment to the Lake Maintenance Agreement on November 1, 2021, as amended by the Third Amendment to the Lake Maintenance Agreement on November 1, 2021, as amended by the Fourth Amendment to the Lake Maintenance Agreement on May 9, 2022 (collectively, the “Agreement”); and

**WHEREAS**, the Agreement provided for an initial term of one year with five annual one-year extensions, which extensions were utilized and the Agreement is set to expire by its own terms on September 30, 2022; and

**WHEREAS**, the District and the Contractor have agreed to an extension of the Agreement for an additional one-year term with five extensions.

**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 are true and correct and by this reference are incorporated into and form a material part of this First Extension.

**SECTION 2.** Section 5 of the Agreement is hereby amended and the term is extended, commencing October 1, 2022 and ending on September 30, 2023, which may be extended for up to five (5) annual extension terms of one year.

**SECTION 3.** This First Extension shall take effect on October 1, 2022.

**SECTION 4.** In all other respects the Agreement and all amendments shall remain in full force and effect as provided by its own terms.

**IN WITNESS WHEREOF,** the parties execute this First Extension to the Lake Maintenance Services Agreement the day and year first written above.

**CUTLER CAY COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Chair/Vice-Chair

\_\_\_\_\_ day of \_\_\_\_\_, 2022

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_  
[PRINT NAME OF WITNESS]

\_\_\_\_\_  
\_\_\_\_\_  
[PRINT NAME OF WITNESS]

**CONTRACTOR:**

SOLITUDE LAKE MANAGEMENT, LLC,  
a Virginia limited liability company,  
registered to do business in Florida

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 2022

**THE PRESSURE CLEANING MAN**  
LAWRENCE & INGLETON















**First Choice Electrical of Miami, Corp.**  
**7401 NW 7th Street, Unit 3**  
**Miami, FL 33126**  
**Office: (786) 315-8688 / (786) 587-5693**

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**Proposal No. 2022-139**  
**September 23, 2022**

Cutler Cay Community Development District

RE: Main Fountain Controls Installation.

We will supply labor and materials to install a new fountain control panel and connect it to the existing panel feeder.

We will check voltage and motor load.

Included:

1. Submit and follow up the electrical permit in city of Cutler Bay.
2. Meet the inspector at the job site for Rough and Final inspection.

Not Included:

1. Electrical Permit Cost will be invoiced with the building department receipt copy.
2. Control Panel and Materials supplied by others.

Notes:

1. Proposal expired in 90 days.
2. Work will be performed in regular hours.
3. Any additional required by the inspector will be a Change Order.

Thank you for this opportunity. Should you have any questions please feel free to call me.

***We propose to furnish labor and materials complete, in accordance with the above specifications and subject to conditions stated herein, for the sum of:***

***-----\$2,240.00-----***

***We sincerely hope our quote is competitive and that we will work for you on this project.***

Date \_\_\_\_\_

Date Sept 23, 2022

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*First Choice Electrical of Miami, Corp.*  
*Rolando Bouza (Rolly)*  
*EC-13009670*

**Project:** Street Lighting Systems Removal

**Location:** Cutler Cay CDD

**County:** Miami Dade

**Bid Letting :**

**Estimator:** Javier Vitali

**Printed:** 9/4/22 6:05 PM

**Procurement:**

**Construction Days:**

**Comments:**



## PROPOSAL

Contract Item	Description	UM	Qty.	Unit Price	Total Amount
	MOBILIZATION	LS	1.0	4,000.00	4,000.00
	DISCONNECT SERVICES, REMOVAL AND RESTORATION	AS	19.00	250.00	4,750.00
	PULL BOXES, WIRES AND GROUND RODS, REMOVAL AND RESTORATION	AS	191.00	165.00	31,515.00

**GRAND TOTAL**

**40,265.00**

**COMMENTS:**

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8



14014 NW 82nd Ave  
Suite 17  
Miami Lakes, FL 33016  
Office (305) 231-5811  
Fax (305) 231-5688

## Estimate

Date	Estimate #
8/16/2022	11107

<b>Bill To</b>
Alvarez Engineers 8935 NW 35 Lane, Suite 101 Doral, FL 33172

<b>Job Address</b>
Culter Cay 19528 SW 80th Ct Cutler Bay, FL 33157

Terms	Rep
Due on receipt	MD

No.	Description	Qty	Total
1	<p>Remove existing 191 J/Box, conduit, and wires. Remove existing 19 meter can, 19 panels, and 19 J/box with contactors. Remove existing 38 metal poles that are holding the existing racks. Remove all the existing unitstrut that are holding the racks. Chip existing 19 slab that are holding the racks. Disposal of concrete slab and J/boxes. Refill all the 191 j/boxes holes with dirt and level Provide and install San Augustine sod in the 191 holes and the 19 space were we removed the meter can.</p> <p>Labor and materials</p> <p>Note 1: Permit cost is not included in this quote.</p>		248,365.00

<b>Comments</b>

<b>Total</b>	\$248,365.00
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**UNITED SIGNAL INC**  
**1640 NW 131ST STREET**  
**MIAMI, FLORIDA 33167**  
**PHONE : 786-879-3644**  
**HENRY.UNITEDSIGNALINC@GMAIL.COM**

**Project:** Cutler Cay CDD - Lighting System Removal  
**Date:** 8/14/2022

LINE ITEM	DESCRIPTION	U.M.	QTY	UNIT PRICE	TOTAL
*	Pull Box Removal	EA	191	425.00	\$ 81,175.00
**	Lighting Conductor Removal	LF	20000	0.55	\$ 11,000.00
***	Service Point Removal	EA	19	900.00	\$ 17,100.00
	Mobilization	LS	1	1000.00	\$ 1,000.00
					\$ -
					\$ -
					\$ -
					\$ -
<b>TOTAL COST</b>				<b>\$</b>	<b>110,275.00</b>

**NOTES**

1. SURVEY LAYOUT, MOT, TO BE PROVIDED BY PRIME
  2. QUOTE IS BASED ON PLANS PROVIDED. QUANTITIES & ITEMS BEYOND QUOTED PLANS WILL BE COMPLETED AS CHANGE ORDER WORK.
  3. PERMITS NOT INCLUDED
  4. USI WILL PROVIDE RED LINE AS BUILTS ONLY
  5. GPS COORDINATES FOR FINAL AS BUILTS TO BE PROVIDED BY PRIME
  6. PROPOSAL AND NOTES TO BECOME PART OF ANY RESULTING CONTRACT
  7. BOND IS NOT INCLUDED. IF REQUIRED ADD 1%
  8. RETAINAGE NOT TO EXCEED 5%
  9. MOBILIZATION TO BE PAID IN FULL ON FIRST INVOICE
  10. RESTORATION FOR LIGHT POLE REMOVALS NOT INCLUDED
- \* INCLUDES BACK FILLING, REGRADING, ST. AUGUSTINE SOD / GROUND ROD REMOVAL / CUT EXISTING CONDUITS (12" BELOW GRADE / 4 LOCATIONS INCLUDE A 5X5 SIDEWALK FLAG RESTORATION
- \*\* QUOTE IS BASED ON QUANTITY ESTIMATE. FINAL QUANTITY TO BE AGREED ON WITH ENGINEER BASED ON FOOTAGE REMOVED
- \*\*\* INCLUDES SERVICE RACK, CONCRETE SLAB AND ALL PANELS / REMOVE GROUND RODS / CUT EXISTING EXPOSED CONDUITS (12" BELOW GRADE / SOD RESTORATION



CUTLER CAY CDD  
PROPOSED DRAINAGE REPAIRS  
PHASE II  
CITY OF CUTLER BAY  
MIAMI-DADE COUNTY, FLORIDA 33189

INDEX OF DRAINAGE REPAIR PLAN

SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2	DRAINAGE REPAIR LOCATIONS PLAN AND DETAIL
3 - 7	STORMWATER POLLUTION PREVENTION PLANS
8 - 9	GENERAL NOTES
10	DETAILS



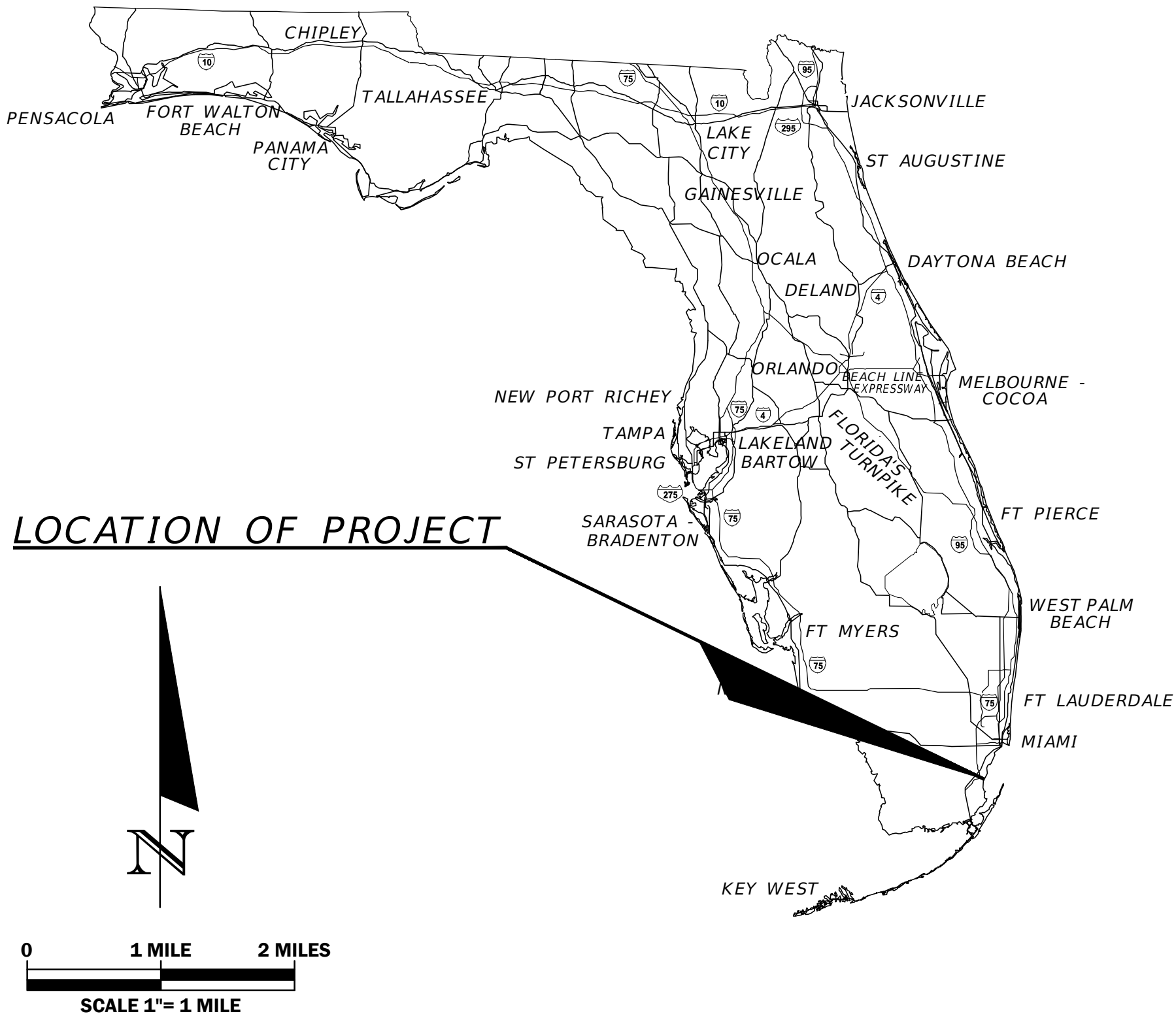
LOCATION PLAN  
MIAMI-DADE COUNTY  
T56/R40/S01&02

GOVERNING DESIGN STANDARDS:  
THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH AND ARE GOVERNED BY THE MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT STANDARDS AND SPECIFICATIONS PARTS 1, 2 AND 3. THE MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS, THE FLORIDA DEPARTMENT OF TRANSPORTATION CURRENT ROADWAY AND TRAFFIC DESIGN STANDARDS, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, AS AMENDED BY CONTRACT DOCUMENTS.



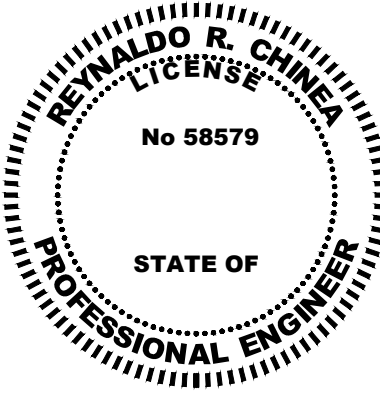
Call 811 or [www.sunshine811.com](http://www.sunshine811.com) two full business days before digging to have utilities located and marked.

*Check positive response codes before you dig!*



PROJECT LOCATION

**Alvarez Engineers, Inc.**  
FLORIDA CERTIFICATE OF AUTHORIZATION No. 7538  
8935 NW 35 Lane, Suite 101  
Doral, Florida 33172  
Tel. (305) 640-1345 Fax (305) 640-1346



THIS ITEM HAS BEEN DIGITALLY  
SIGNED AND SEALED BY  
  
REYNALDO R. CHINEA  
  
ON THE DATE ADJACENT TO THE SEAL  
  
PRINTED COPIES OF THIS DOCUMENT ARE  
NOT CONSIDERED SIGNED AND SEALED  
AND THE SIGNATURE MUST BE VERIFIED  
ON ANY ELECTRONIC COPIES.

8/11/2022

REYNALDO R. CHINEA  
P.E. NO. 58579  
ALVAREZ ENGINEERS, INC  
8935 NW 35 Lane, Suite 101  
MIAMI, FLORIDA 33172

**DRAFT**

SHEET NO.
1









- iii. THE CONTRACTOR SHALL PROVIDE LITTER CONTROL AND COLLECTION WITHIN THE PROJECT LIMITS DURING CONSTRUCTION ACTIVITIES. CONTRACTOR WILL PROVIDE AN ADEQUATE NUMBER OF LITTER CONTAINERS WITH LIDS AT THE STAGING, STOCKPILE AND FIELD OFFICE AREAS (AS APPLICABLE). WASTE COLLECTION WILL BE SCHEDULED SO THAT CONTAINERS ARE EMPTIED PRIOR TO OVERFLOW. SPILLED LITTER CONTAINERS WILL BE CLEANED UP IMMEDIATELY.
- b. OFF-SITE VEHICLE TRACKING & GENERATION OF DUST: IN THE ECP, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS FOR MINIMIZING OFFSITE VEHICLE TRACKING OF SEDIMENTS AND GENERATING DUST. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
  - i. STABILIZING CONSTRUCTION ENTRANCES AS NECESSARY.
  - ii. THE CONTRACTOR SHALL TAKE MEASURES TO INSURE THE CLEANUP OF SEDIMENTS THAT HAVE BEEN TRACKED BY VEHICLES OR HAVE BEEN TRANSPORTED BY WIND OR STORMWATER ABOUT THE SITE OR ONTO NEARBY ROADWAYS.
  - iii. REMOVING EXCESS DIRT FROM ROADS DAILY.
  - iv. USING ROADWAY SWEEPERS DURING DUST GENERATING ACTIVITIES SUCH AS EXCAVATION AND MILLING OPERATIONS.
  - v. STABILIZED CONSTRUCTION ENTRANCES AND CONSTRUCTION ROADS, IF APPROPRIATE, SHALL BE IMPLEMENTED TO REDUCE OFF-SITE TRACKING.
  - vi. LOADED HAUL TRUCKS SHALL BE COVERED WITH TARPULIN. EXCESS DIRT ON THE ROAD SHALL BE REMOVED DAILY.
- c. STATE OR LOCAL REGULATIONS: IN THE ECP, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED PROCEDURES TO COMPLY WITH APPLICABLE STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, AND SANITARY SEWER OR SEPTIC SYSTEMS.
- d. APPLICATION OF FERTILIZER AND PESTICIDES
  - i. THE APPLICATION AND HANDLING OF HERBICIDES AND PESTICIDES SHALL BE IN COMPLIANCE WITH THE MANUFACTURER RECOMMENDED METHOD AND IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AS MODIFIED BY THE CONTRACT DOCUMENTS.
  - ii. HERBICIDES AND PESTICIDES SHALL BE STORED ONSITE IN THEIR ORIGINAL CONTAINERS WITH PRODUCT LABEL INTACT.
- e. TOXIC SUBSTANCES AND MATERIALS
  - i. IN THE ECP, THE CONTRACTOR SHALL PROVIDE A LIST OF TOXIC SUBSTANCES AND MATERIALS THAT ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN ADDRESSING THE GENERATION, APPLICATION, MIGRATION, STORAGE, AND DISPOSAL OF THESE SUBSTANCES.
  - ii. CONTRACTOR SHALL PROVIDE EQUIPMENT NECESSARY TO CONTAIN AND CLEAN UP SPILLS OF HAZARDOUS MATERIALS, INCLUDING PETROLEUM PRODUCTS. SPILLS SHALL BE CONTAINED AND CLEANED UP IMMEDIATELY AFTER THEY OCCUR. SPILLED MATERIAL AND THE EQUIPMENT USED TO CLEAN UP THE SPILL SHALL NOT COME IN CONTACT WITH SURFACE WATERS OR BE INTRODUCED INTO STORMWATER. DISPOSAL OF SURPLUS PRODUCT WILL BE DONE PER MANUFACTURER RECOMMENDED METHOD.
  - iii. CONTRACTOR SHALL PROVIDE A PROJECT SPECIFIC HAZARDOUS MATERIALS SPILL CONTROL PLAN IN ORDER TO ADDRESS THE HANDLING OF HYDROCARBON AND HAZARDOUS MATERIALS.
  - iv. PETROLEUM PRODUCTS SHALL BE STORED IN COVERED AREAS WITH SECONDARY CONTAINMENT SURROUNDING CONTAINER.
  - v. TOXIC/HAZARDOUS MATERIALS EXPOSED DURING CONSTRUCTION ACTIVITIES SHALL BE HANDLED PER THE FDOT CURRENT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AS MODIFIED BY THE CONTRACT DOCUMENTS.
- D. APPROVED STATE AND LOCAL PLANS AND PERMITS
  - a. FDEP GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES: TO BE APPLIED FOR.
- 3. MAINTENANCE: IN THE ECP, THE CONTRACTOR SHALL PROVIDE A PLAN FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL AT A MINIMUM, COMPLY WITH THE FOLLOWING:
  - A. SILT FENCE-TWELVE (12) MONTHS, OR AS REQUIRED, REPLACEMENT INTERVAL IN ACCORDANCE WITH CONTRACT'S SPECIFICATIONS.
  - B. TURBIDITY BARRIER-AS REQUIRED. REPLACE WHEN DAMAGE TO CURTAIN RENDERS IT INEFFECTIVE (I.E. TORN, UNREPAIRABLE).
  - C. SEDIMENT FILTERS AT INLETS-CHECK AGGREGATE AFTER RAINFALL EVENTS. CLEAN AGGREGATE IF CLOGGING OCCURS.
  - D. THE MAINTENANCE OF THESE DEVICES SHALL OCCUR UNTIL THE ENGINEER HAS DEEMED AN AREA PERMANENTLY STABILIZED. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REMOVE EROSION AND SEDIMENT CONTROL DEVICES ONCE THEY HAVE SERVED THEIR PURPOSE.

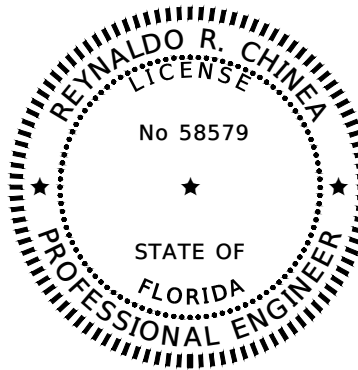
4. INSPECTION
- A. THE CONTRACTOR SHALL BE REQUIRED TO CONDUCT DAILY VISUAL INSPECTIONS OF ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES ALONG THE PROJECT CORRIDOR. THE CONTRACTOR SHALL MAINTAIN, REPAIR AND/OR REPLACE THESE ITEMS AS NECESSARY.
- B. THE ENGINEER SHALL HAVE AN INSPECTOR REVIEWING THE PROJECT'S TEMPORARY AND PERMANENT EROSION CONTROL MEASURES FOR THE ITEMS LISTED BELOW AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND/OR WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.5 INCHES OR GREATER. A WRITTEN INSPECTION REPORT (FORM ATTACHED) IS REQUIRED EVERY SEVEN CALENDAR DAYS OR WITHIN 24 HOURS OF THE END OF A STORM THAT DEPOSITS 0.5 INCHES OF RAIN OR GREATER.
- a. OUTFALLS INTO THE WATERS OF THE UNITED STATES
- b. POINTS OF DISCHARGE TO MUNICIPAL SEPARATED STORM SEWER SYSTEMS
- c. DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN STABILIZED
- d. AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION
- e. STRUCTURAL CONTROLS
- f. STORMWATER MANAGEMENT SYSTEMS
- g. LOCATIONS WHERE VEHICLES ENTER OR EXIT THIS SITE
- h. CHECK THAT THE APPROVED OR REVISED EROSION CONTROL PLAN IS FOLLOWED
- i. WHERE SITES HAVE BEEN STABILIZED, INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH.
- C. THE CONTRACTOR SHALL INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER.
- D. IF INSPECTIONS INDICATE THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZE EROSION, RETAIN SEDIMENT, AND PREVENT DISCHARGING POLLUTANTS, THE CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES, AS APPROVED BY THE ENGINEER.
5. NON-STORMWATER DISCHARGES
- A. IN THE ECP, THE CONTRACTOR SHALL IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES (EXCEPT FLOWS FROM FIRE FIGHTING ACTIVITIES). THE CONTRACTOR SHALL DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION FROM THESE NON-STORMWATER DISCHARGES.
- B. IF CONTAMINATED SOIL OR GROUNDWATER IS ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR IS TO CEASE OPERATIONS IN THAT AREA. THE CONTRACTOR SHALL CONTACT THE MIAMI-DADE DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER) (FORMER DERM) COMPLIANCE DESK, AT (305) 372-6955.
6. CONTRACTOR/SUBCONTRACTOR CERTIFICATION.
- A. FOR EACH MEASURE IDENTIFIED IN THE SWPPP, THE CONTRACTOR AND/OR SUBCONTRACTOR(S) THAT WILL IMPLEMENT THE MEASURE MUST SIGN A COPY OF THE CERTIFICATION STATEMENT, PROVIDED IN APPENDIX A OF THE SWPPP, PRIOR TO CONDUCTING ANY CONSTRUCTION ACTIVITIES AT THE SITE.

8/19/2022  
THIS ITEM HAS BEEN DIGITALLY  
SIGNED AND SEALED BY

REYNALDO R. CHINEA

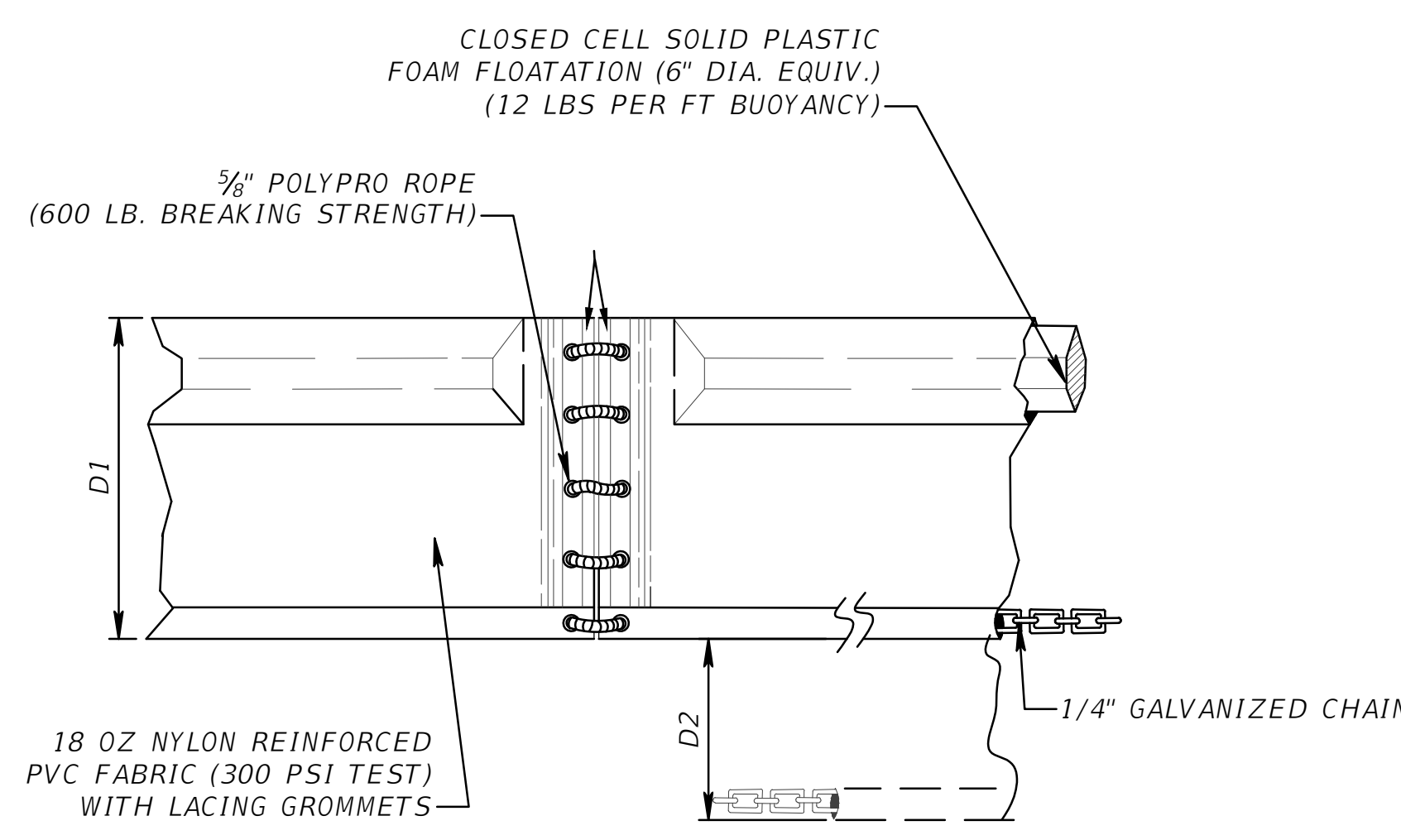
ON THE DATE ADJACENT TO THE SEAL

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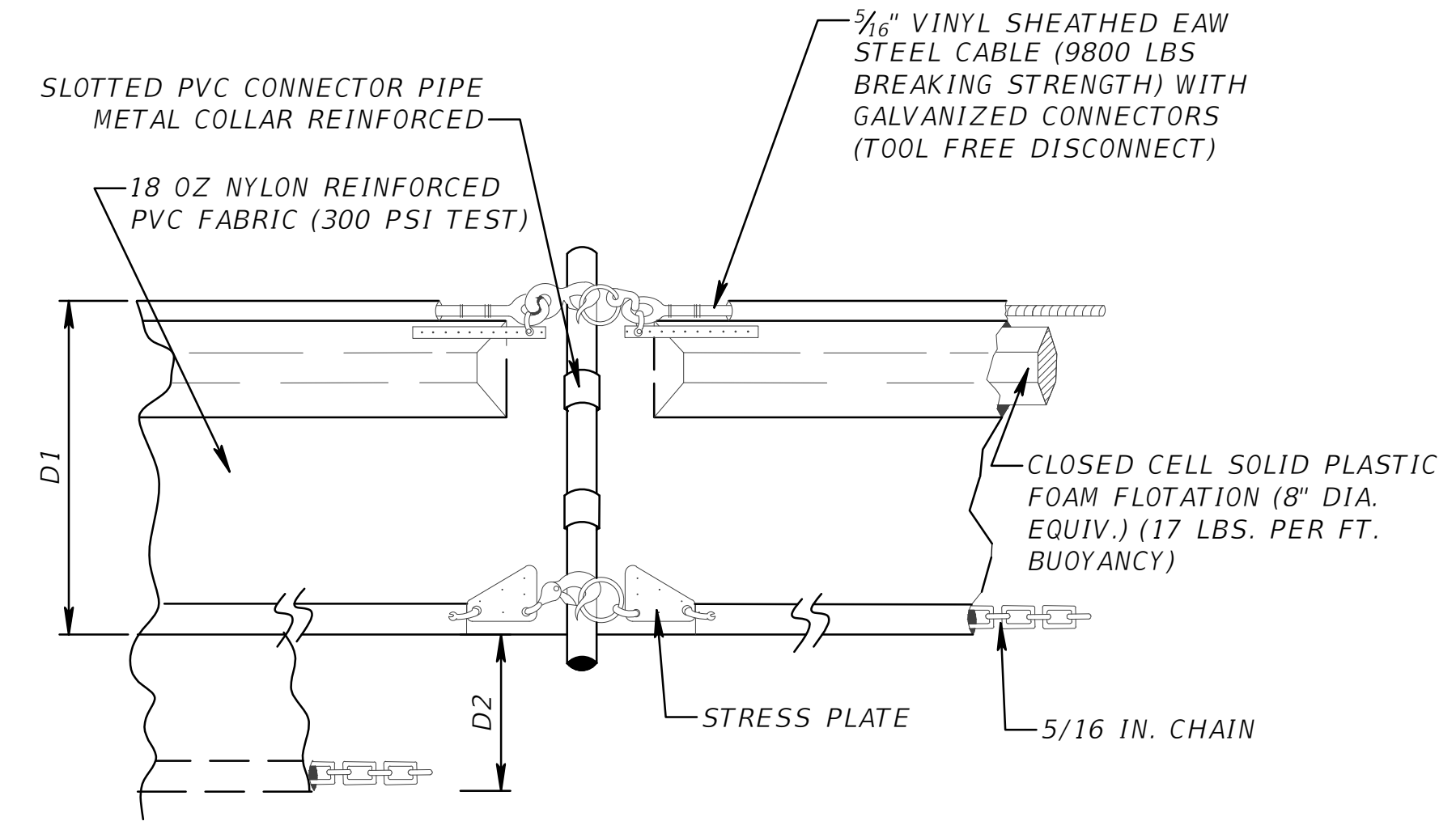


REVISIONS				Alvarez Engineers, Inc.  FLORIDA CERTIFICATE OF AUTHORIZATION No. 7538 8935 N.W. 35 Lane, Suite 101 Miami, Florida 33172 Tel. (305) 640-1345 Fax (305) 640-1346	CUTLER CAY CDD DRAINAGE REPAIR PHASE II	STORMWATER POLLUTION  PREVENTION PLANS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				4

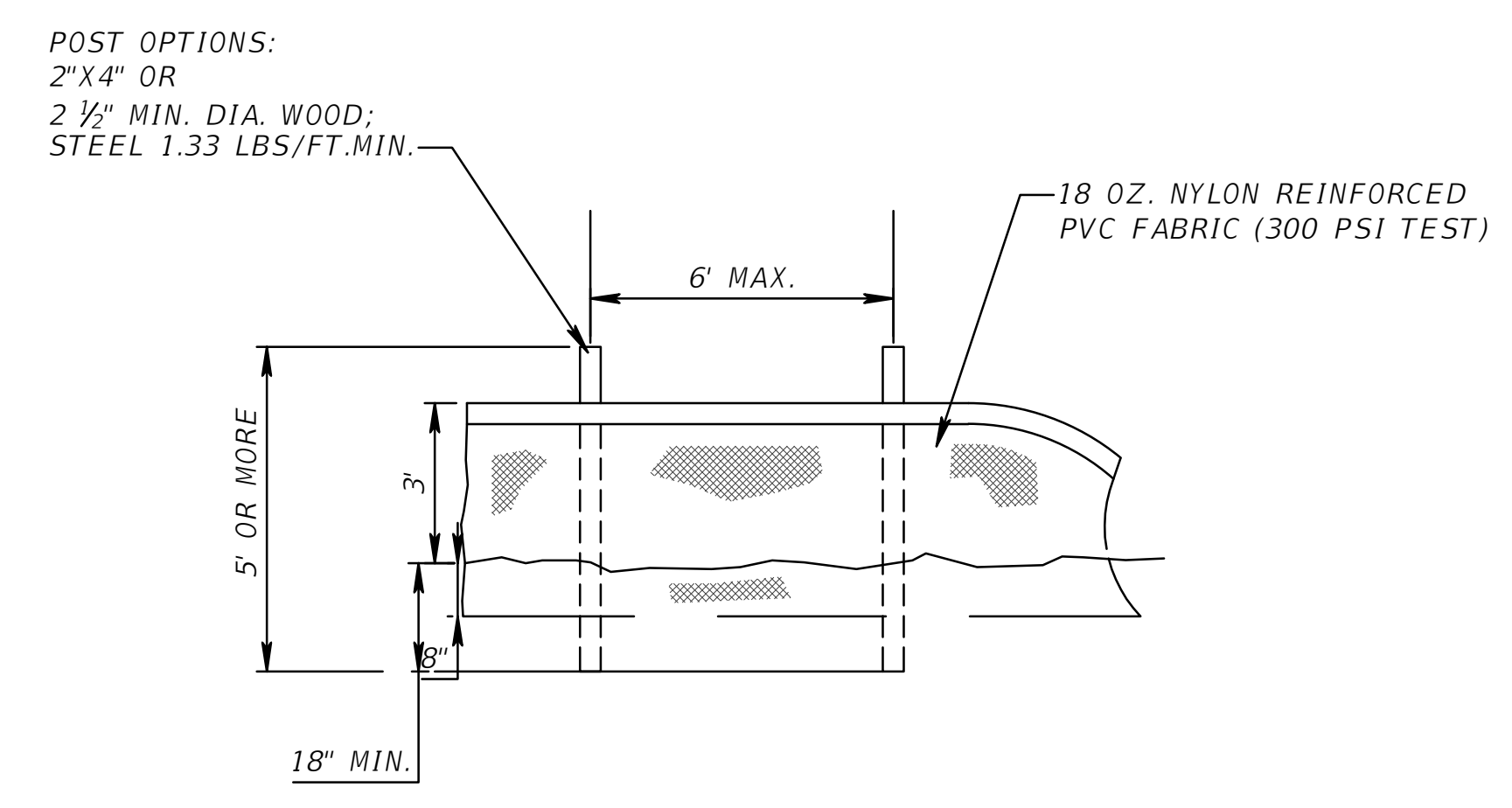
P:\031101 - Cutler Cay CDD\DRAINAGE REPAIR Phase II\CADD\Design\SWPPRD01.dwg



TYPE I



TYPE II



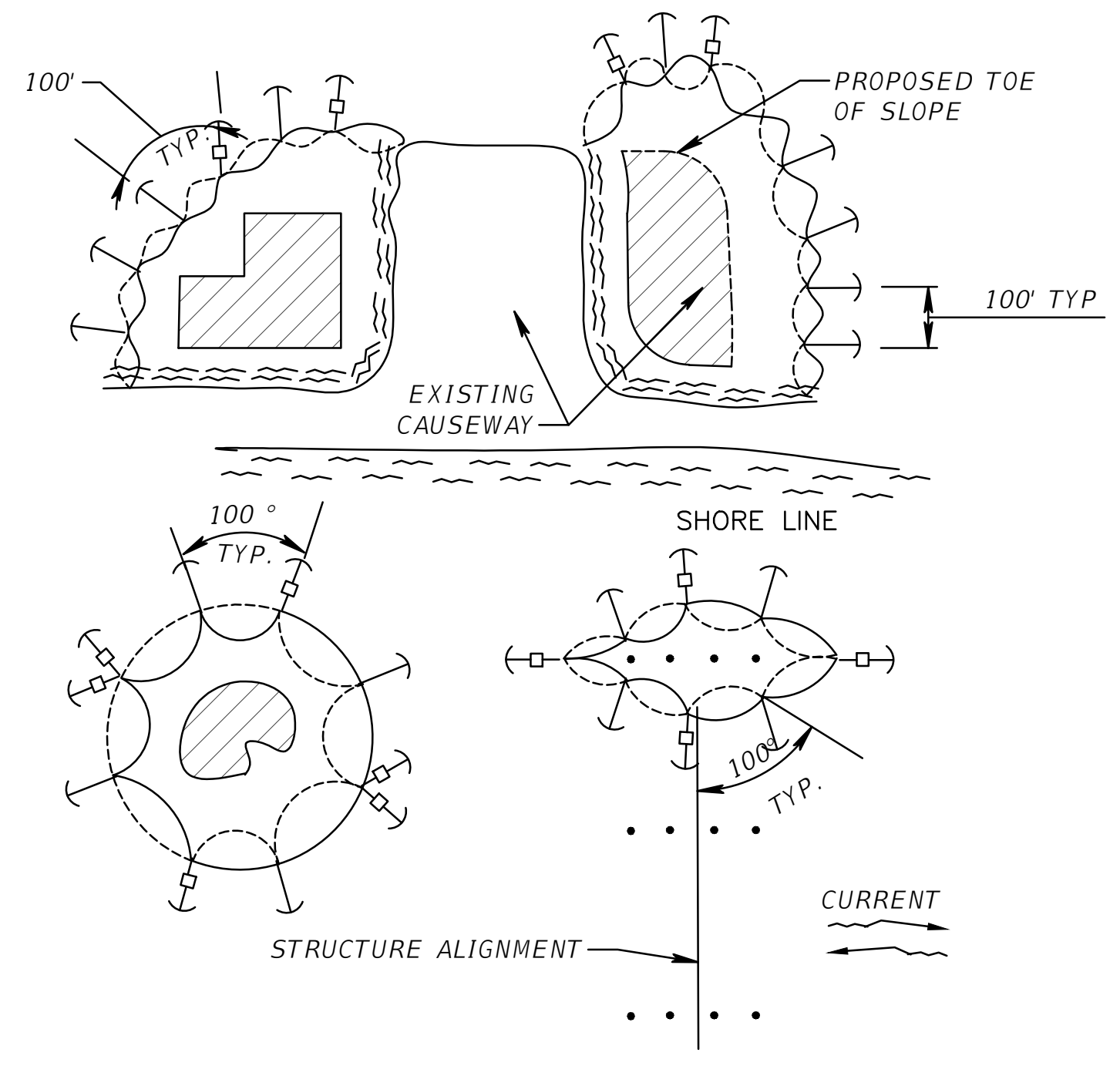
STAKED TURBIDITY BARRIER (TYP.)

D1=5' STD (SINGLE PANEL FOR DEPTHS 5' OR LESS).  
D2=5' STD. (ADDITIONAL PANEL FOR DEPTHS >5').  
CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FEET.  
TWO (2) PANELS TO BE USED ON DEPTHS GREATER THAN 10'  
UNLESS SPECIAL DEPTH CURTAINS ARE SPECIFICALLY CALLED  
FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.

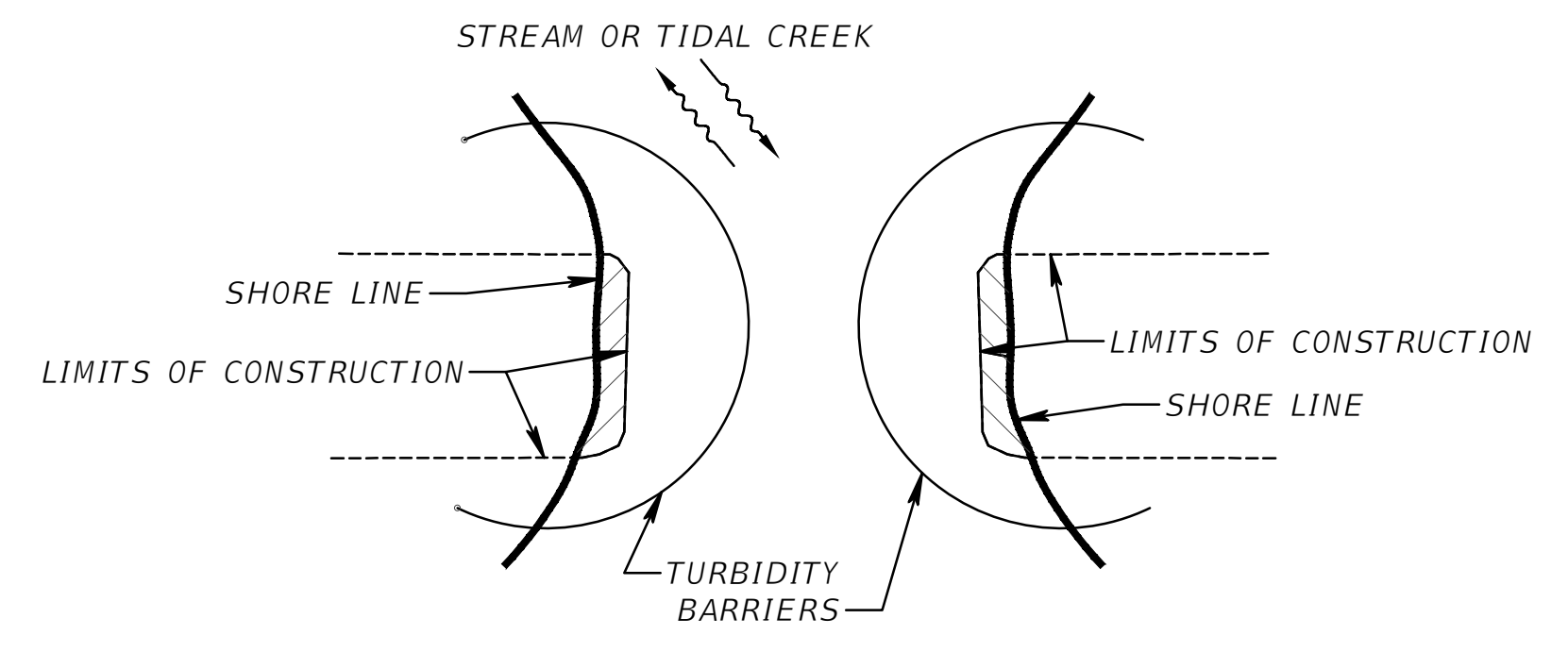
**LEGEND:**

- PILE LOCATIONS
- DREDGE OR FILL AREA
- MOORING BUOY W/ANCHOR
- ANCHOR
- BARRIER MOVEMENT DUE TO CURRENT ACTION

- NOTES:**
- 1- TURBIDITY BARRIERS ARE TO BE USED IN ALL PERMANENT BODIES OF WATER REGARDLESS OF WATER DEPTH.
  - 2- NUMBER AND SPACING OF ANCHORS DEPENDENT ON CURRENT VELOCITIES.
  - 3- DEPLOYMENT OF BARRIER AROUND PILE LOCATIONS MAY VARY TO ACCOMMODATE CONSTRUCTION OPERATIONS.
  - 4- NAVIGATION MAY REQUIRE SEGMENTING BARRIER DURING CONSTRUCTION OPERATIONS.



TURBIDITY BARRIER APPLICATIONS  
FLOATING TURBIDITY BARRIERS (TYP.)



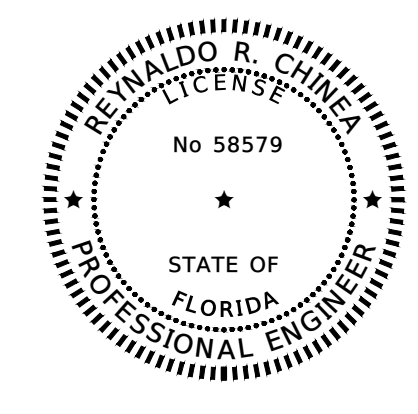
**NOTE:**

TURBIDITY BARRIERS FOR FLOWING STREAMS AND TIDAL CREEKS MAY BE EITHER FLOATING, OR STAKED TYPES OR ANY COMBINATIONS OF TYPES THAT WILL SUIT SITE CONDITIONS AND MEET EROSION CONTROL AND WATER QUALITY REQUIREMENTS. THE BARRIER TYPES(S) WILL BE AT THE CONTRACTOR'S OPTION UNLESS OTHERWISE SPECIFIED IN THE PLANS, HOWEVER PAYMENT WILL BE UNDER THE PAY ITEMS(S) ESTABLISHED IN THE PLANS FOR FLOATING TURBIDITY BARRIER AND/OR STAKED TURBIDITY BARRIER. POSTS IN STAKED TURBIDITY BARRIERS IS TO BE INSTALLED IN VERTICAL POSITION UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

8/11/2022  
THIS ITEM HAS BEEN DIGITALLY  
SIGNED AND SEALED BY

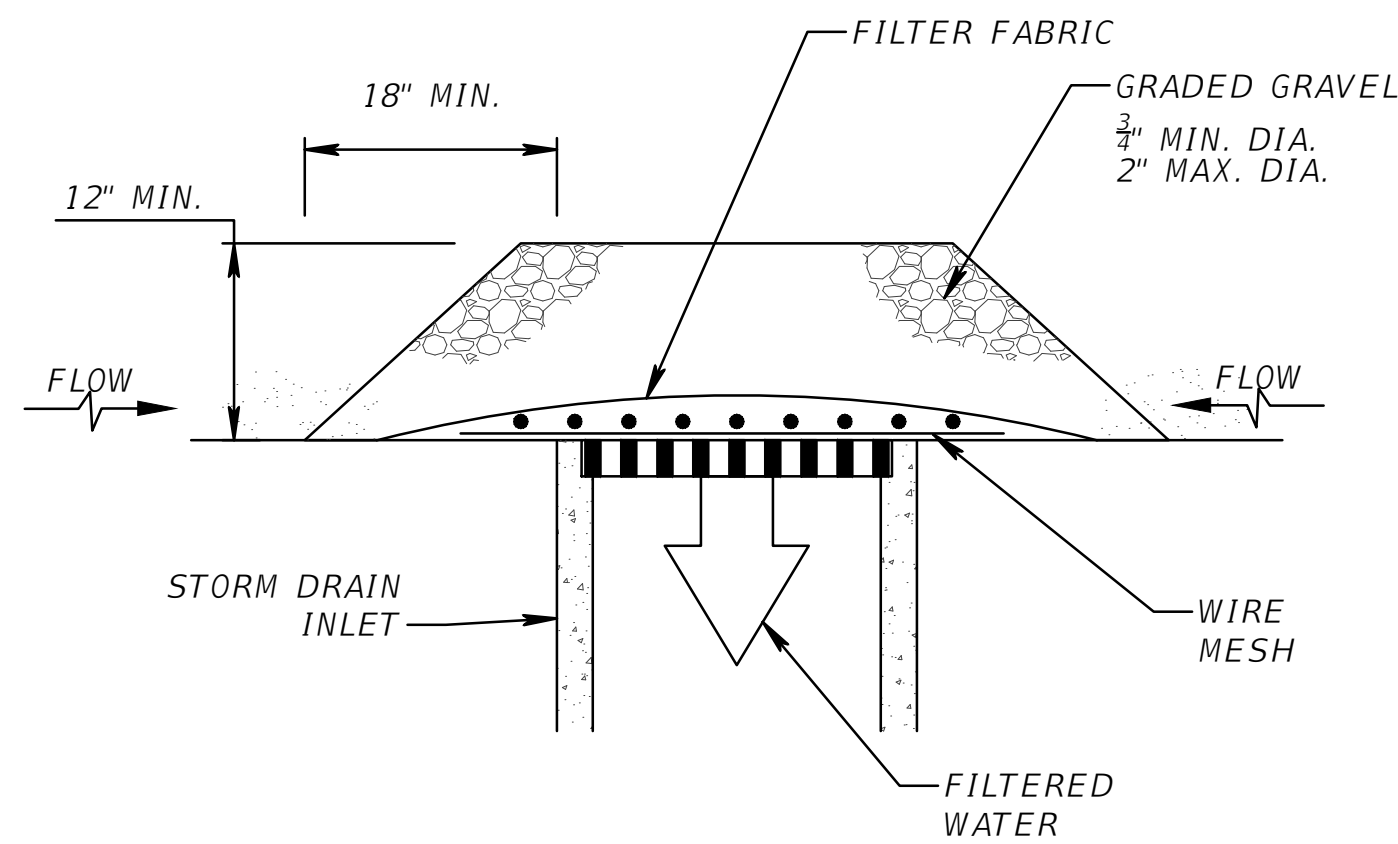
REYNALDO R. CHINEA

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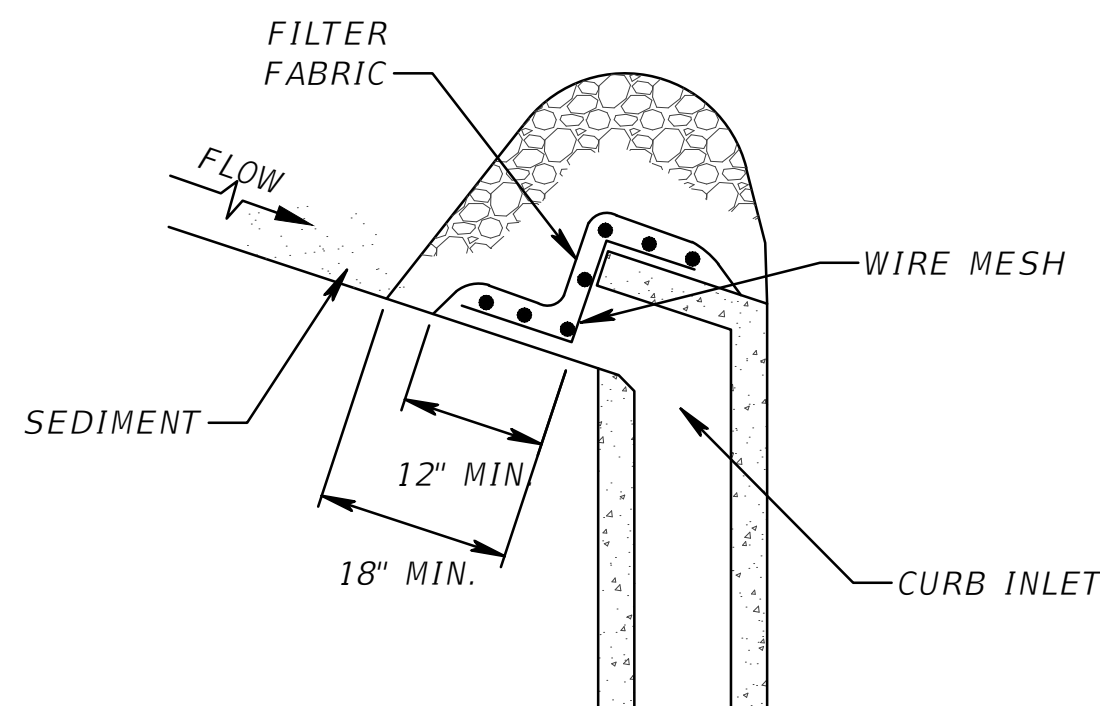


REVISIONS				Alvarez Engineers, Inc.	CUTLER CAY CDD DRAINAGE REPAIR PHASE II	STORMWATER POLLUTION PREVENTION PLANS	SHEET NO.  5
DATE	DESCRIPTION	DATE	DESCRIPTION				
				FLORIDA CERTIFICATE OF AUTHORIZATION No. 7538 8935 N.W. 35 Lane, Suite 101 Miami, Florida 33172 Tel. (305) 640-1345 Fax (305) 640-1346			

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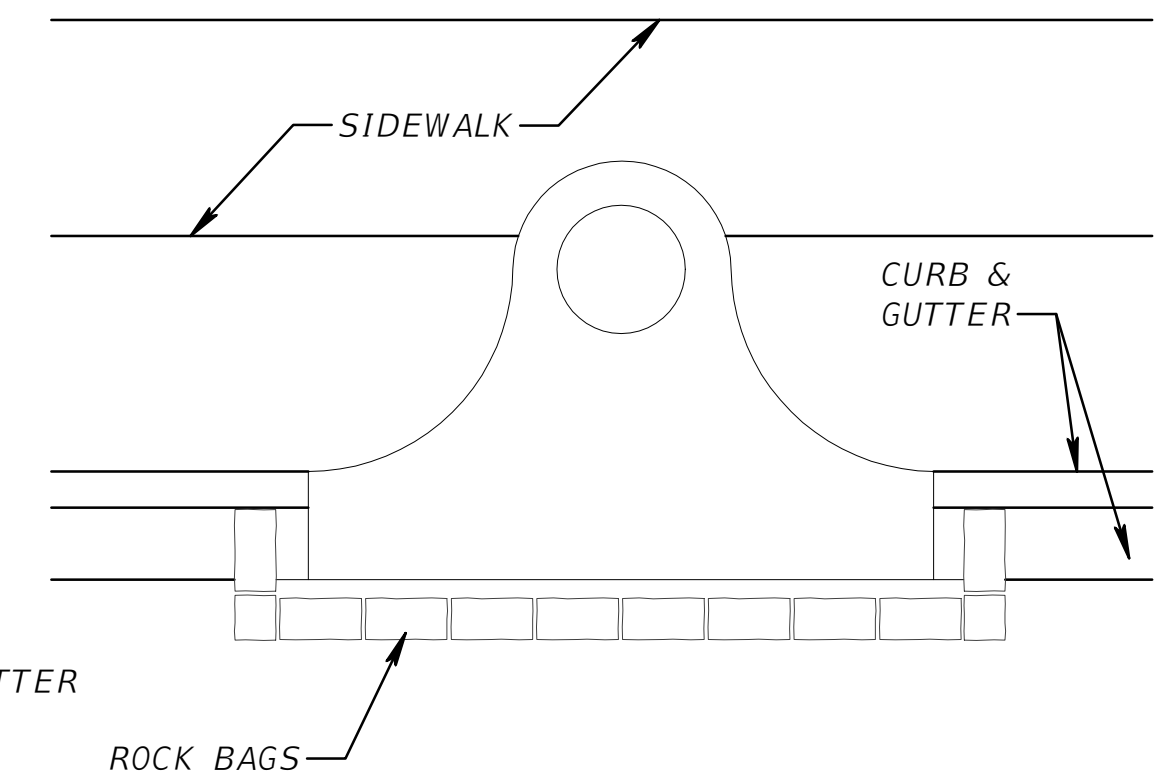
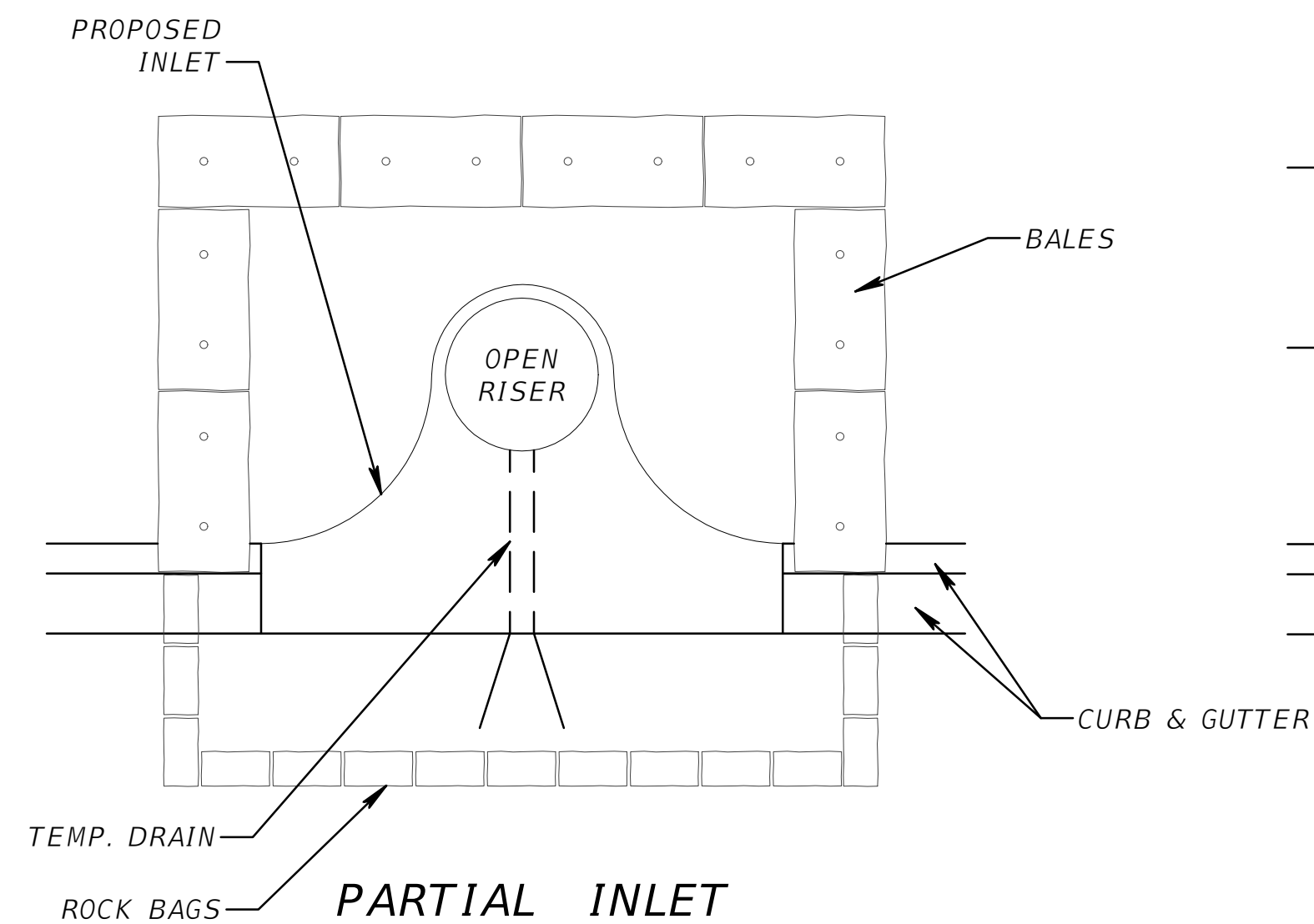


DROP INLET PROTECTION-GRAVEL

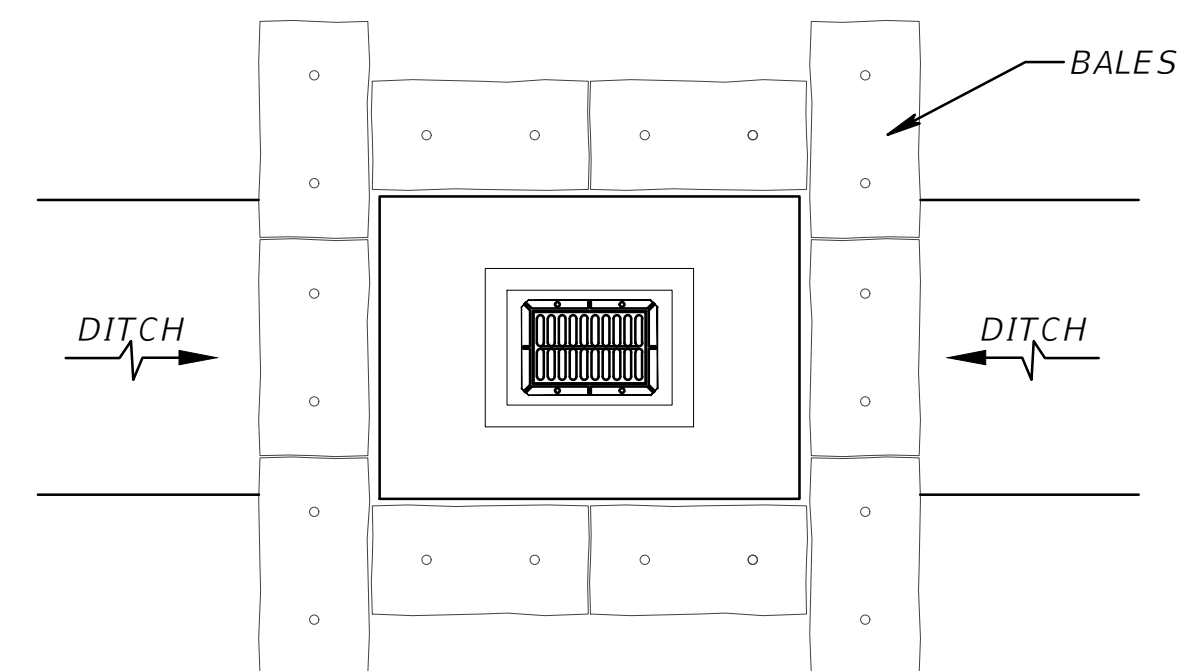


CURB INLET PROTECTION-GRAVEL

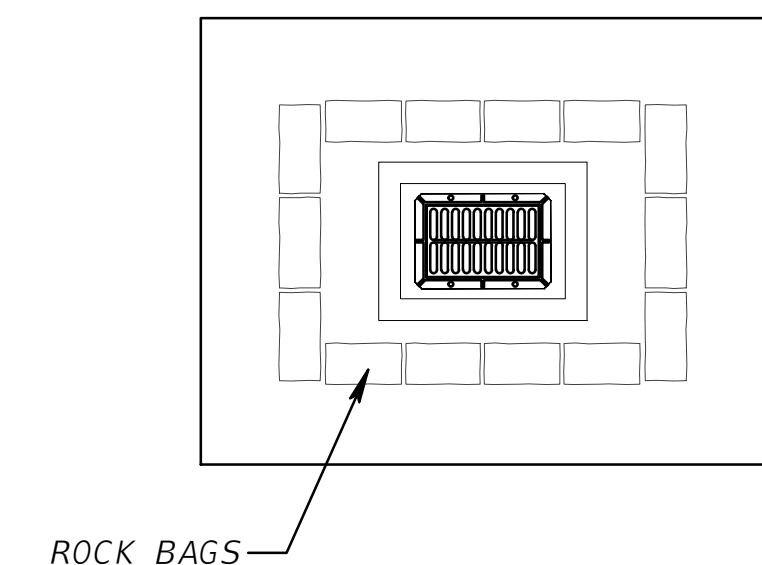
GRAVEL APPLICATIONS (TYP.)  
OR APPROVED ALTERNATIVE



COMPLETED INLET



DITCH BOTTOM INLET



SWALE INLET

PROTECTION ALONG INLETS WITH ROCK BAGS BALES  
OR APPROVED ALTERNATIVES

NOTES FOR INLET PROTECTION GRAVEL:

1- INSTALLATION/APPLICATION CRITERIA:

- PLACE WIRE MESH (WITH 1/2 INCH OPENINGS) OVER THE INLET GRATE EXTENDING ONE FOOT PAST THE GRATE IN ALL DIRECTIONS.
- PLACE FILTER FABRIC OVER THE MESH. FILTER FABRIC SHOULD BE SELECTED BASED ON SOIL TYPE.
- PLACE GRADED GRAVEL, TO A MINIMUM DEPTH OF 12 INCHES, OVER THE FILTER FABRIC AND EXTENDING 18 INCHES PAST THE GRATE IN ALL DIRECTIONS.

2- MAINTENANCE:

- INSPECT INLET PROTECTION AFTER EVERY LARGE STORM EVENT AND AT A MINIMUM OF ONCE MONTHLY.
- REMOVE SEDIMENT ACCUMULATED WHEN IT REACHES 4 INCHES IN DEPTH.
- REPLACE FILTER FABRIC AND CLEAN OR REPLACE GRAVEL IF CLOGGING IS APPARENT.

3- LIMITATIONS:

- RECOMMENDED FOR MAXIMUM DRAINAGE AREA OF ONE ACRE.
- EXCESS FLOWS MAY BYPASS THE INLET REQUIRING DOWN GRADIENT CONTROLS.
- PONDING WILL OCCUR AT INLET.

NOTES FOR SOIL TRACKING PREVENTION DEVICE:

1- USE SANDBAGS, STRAW BALES OR OTHER APPROVED METHODS TO CHANNELIZE RUNOFF TO BASIN AS REQUIRED.

2- WASH WATER MUST BE CARRIED AWAY FROM ENTRANCE TO A SETTLING AREA TO REMOVE SEDIMENT, CONTRACTOR TO REFER AND FOLLOW THE FDOT & FDEP EROSION AND SEDIMENT CONTROL MANUAL UPDATED JULY 2013. SECTION V: TEMPORARY CONSTRUCTION SITE BMPs. SOIL TRACKING PREVENTION DEVICE.

NOTES FOR SYNTHETIC BALES OR BALE TYPE BARRIERS:

1- TYPE I AND II SYNTHETIC BARRIER SHOULD BE SPACED IN ACCORDANCE WITH CHART 1, SHEET 1 OF 2010 FDOT DESIGN STANDARDS INDEX 102.

2- BALES SHALL BE ANCHORED WITH TWO (2) 1"x2" (or 1" dia.) x 4' WOOD STAKES. STAKES OF OTHER MATERIAL OR SHAPE PROVIDING STRENGTH MAY BE USED IF APPROVED BY THE ENGINEER. STAKES OTHER THAN WOOD SHALL BE REMOVED UPON COMPLETION OF 1

3- RAILS AND POSTS SHALL BE 2"x4" WOOD. OTHER MATERIALS PROVIDING EQUIVALENT STRENGTH MAYBE USED IF APPROVED BY THE

4- ADJACENT BALES SHALL BE BUTTED FIRMLY TOGETHER.

5-WHERE USED IN CONJUNCTION WITH SILT FENCE, BALES SHALL BE PLACED ON THE UPSTREAM SIDE OF THE FENCE.

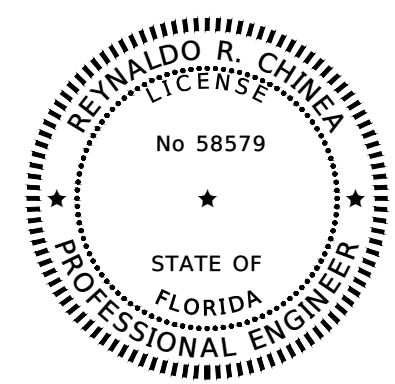
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INLET PROTECTION SYSTEM (TYP.)  
OR APPROVED ALTERNATIVES

**Alvarez Engineers, Inc.**

FLORIDA CERTIFICATE OF AUTHORIZATION No. 7538  
8935 N.W. 35 Lane, Suite 101  
Miami, Florida 33172  
Tel. (305) 640-1345 Fax (305) 640-1346

CUTLER CAY CDD  
DRAINAGE REPAIR  
PHASE II

STORMWATER POLLUTION  
PREVENTION PLANS

SHEET  
NO.

6

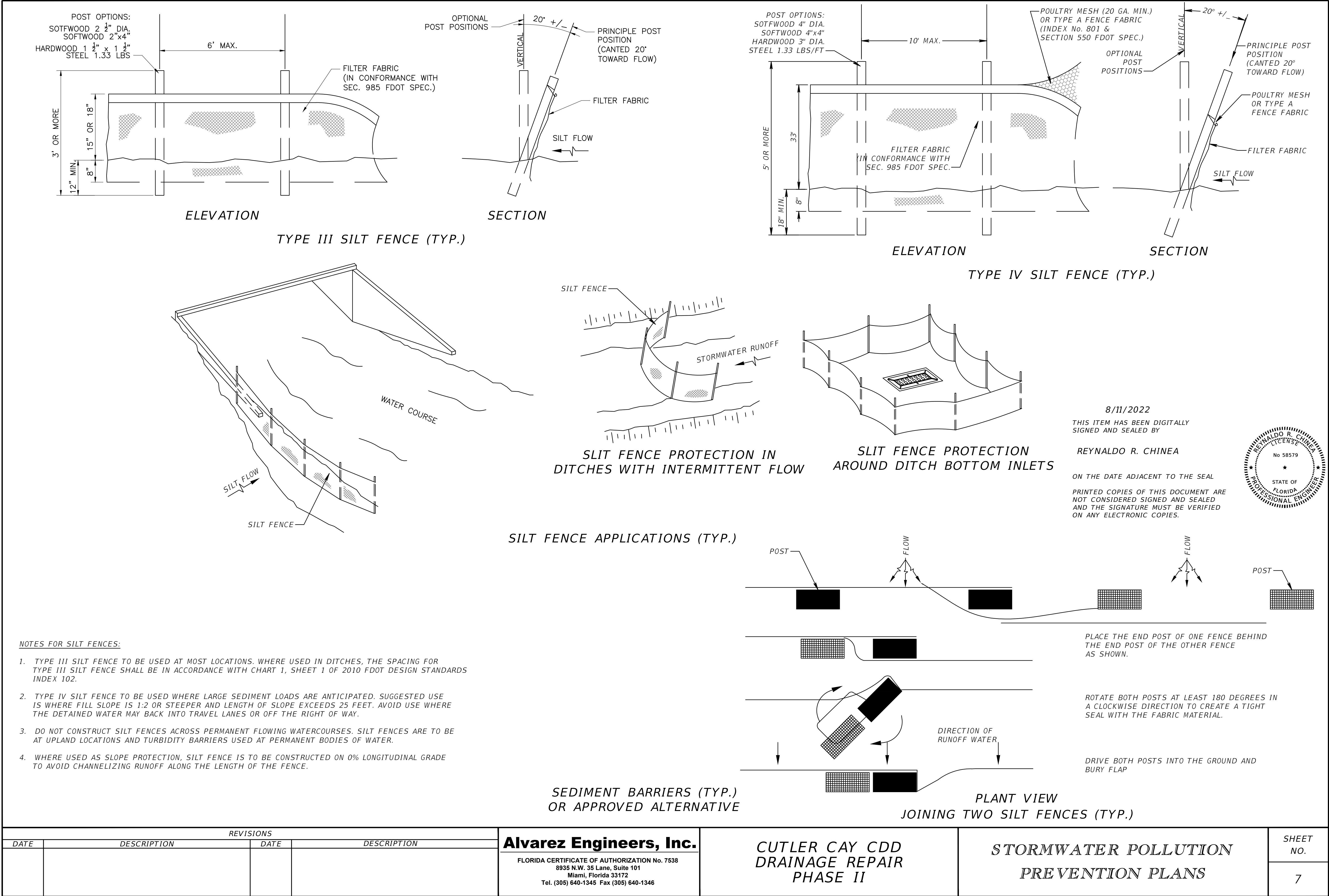
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**GENERAL:**

1. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER AND IN STRICT COMPLIANCE WITH ALL THE REQUIREMENTS OF THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT LATEST EDITION, AND ALL STATE AND LOCAL SAFETY AND HEALTH REGULATIONS.

**UTILITIES**

1. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. THE CONTRACTOR SHALL VERIFY ALL UTILITIES BY ELECTRONIC METHODS AND BY PRE-TRENCHING, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATION. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS MUST BE RESOLVED BY THE ENGINEER AND THE OWNER. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.

**PRE-CONSTRUCTION RESPONSIBILITIES**

1. THE INFORMATION PROVIDED IN THESE PLANS IS TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF THE WORK. ALL CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT ANY INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED AND UPON WHICH THEIR BIDS WILL BE BASED.
2. UPON THE RECEIPT OF THE "NOTICE TO PROCEED", THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD AND ARRANGE A PRE-CONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, UTILITY OWNERS, THE OWNER AND, THE ENGINEER OF RECORD.
3. THE CONTRACTOR SHALL CONTACT "SUNSHINE ONE-CALL OF FLORIDA" BY CALLING 811 AT LEAST 48 HOURS PRIOR TO COMMENCING ANY EXCAVATION OR CONSTRUCTION IN ORDER TO PROVIDE FOR THE LOCATION OF EXISTING UNDERGROUND UTILITIES.
4. THE CONTRACTORS SHALL COORDINATE WITH UTILITIE'S OWNERS IF APPLICABLE TO ARRANGE FOR RELOCATION AND TEMPORARY SUPPORT OF UTILITY FEATURES, ETC. AS NECESSARY TO COMPLETE THE WORK, IF APPLICABLE. THE ENGINEER SHALL CONTACT THE UTILITY COMPANY 48 HOURS BEFORE BEGINNING CONSTRUCTION.
5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND PROTECT ANY AND ALL EXISTING UTILITIES ON THIS PROJECT.
6. THE CONTRACTOR SHALL SECURE ALL UTILITY EASEMENTS (IF REQUIRED) TO BE SECURED PRIOR TO CONSTRUCTION.
7. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES AS SHOWN ON THE DRAWINGS WERE OBTAINED FROM THE BEST INFORMATION AVAILABLE AT THE TIME PLANS WERE PREPARED BUT DO NOT PURPORT TO BE ABSOLUTELY CORRECT. THERE MAY BE OTHER IMPROVEMENTS, UTILITIES, ETC., WITHIN THE PROJECT AREA WHICH WERE INSTALLED AND CONSTRUCTED AFTER THE PREPARATION OF THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE FACILITIES SHOWN OR FOR ANY FACILITIES NOT SHOWN. THE CONTRACTOR SHALL VERIFY, PRIOR TO CONSTRUCTION, THE LOCATIONS, ELEVATIONS AND DIMENSIONS OF ALL EXISTING FACILITIES, STRUCTURES AND OTHER FEATURES (WHETHER SHOWN ON THE PLANS OR NOT) AFFECTING THE WORK.
8. IF, UPON EXCAVATION, EXISTING CONDITIONS ARE FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD SO THAT APPROPRIATE MEASURES CAN BE TAKEN TO RESOLVE THE PROBLEM.
9. CONTRACTOR SHALL SHOW HARD COPIES OF ALL PROPOSED STANDARD DETAILS AND SPECIFICATIONS AT THE PRE-CONSTRUCTION MEETING TO BE SIGNED BY THE ENGINEER & KEEP THEM IN THE PROJECT LOCATION.

**INSPECTION AND TESTING:**

1. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD, CITY OF CUTLER BAY PUBLIC WORKS, AND POLICE DEPARTMENT 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
2. THE CONTRACTOR SHALL GIVE THE ENGINEER OF RECORD AT LEAST 48 HOURS ADVANCE NOTICE, AND THE ENGINEER OF RECORD MUST BE PRESENT TO WITNESS FINAL INSPECTION OF PAVING, GRADING AND DRAINAGE.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL APPLICABLE REGULATORY AGENCIES FOR INSPECTION REQUIREMENTS AND CERTIFICATION OF THE WORK.

3. CONTRACTOR TO RELOCATE, ADJUST ALL WATER AND SEWER, ELECTRIC AND CABLE UTILITIES AND DEVICES LOCATED WITHIN THE WORK ZONE. ALSO, ALL THE LANDSCAPE IMPACTED WITHIN THE WORK ZONE.

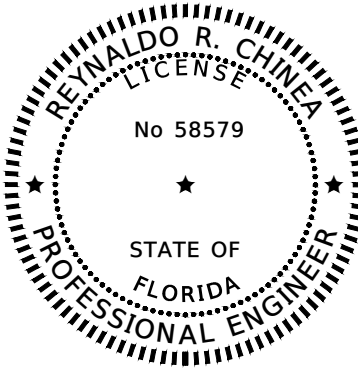
**TEMPORARY FACILITIES:**

1. TEMPORARY FACILITIES:
  - A. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES, AND ELECTRICITY, DURING CONSTRUCTION.
  - B. THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE ACCESS ENTRANCE TO COMMERCIAL PROPERTIES AT ALL TIMES, IF APPLICABLE.
  - C. THE CONTRACTOR SHALL MAINTAIN A CLEAR PATH FOR ALL SURFACE WATER DRAINAGE STRUCTURES AND DITCHES DURING ALL PHASES OF CONSTRUCTION, IF APPLICABLE.
2. TRAFFIC REGULATION:
  - A. THE CONTRACTOR SHALL PROVIDE ALL WARNING SIGNS, LIGHTS AND FLAG PERSONS AS NECESSARY FOR THE MAINTENANCE OF PEDESTRIAN AND VEHICULAR TRAFFIC IN ACCORDANCE WITH THE MUTCD 2009, AND MIAMI-DADE COUNTY PUBLIC WORKS AND AMERICANS WITH DISABILITIES ACT (ADA) GUIDELINES.
  - B. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
  - C. NO TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS ARE TO BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT EXPRESS PERMISSION OF THE MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT.

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DATE	DESCRIPTION	DATE	DESCRIPTION				8

STORM DRAINAGE:

GENERAL:

- 1. DRAINAGE PIPE TO BE ASTM F949 PVC OR APROVED EQUAL BY THE ENGINEER.
- 2. PROVIDE A MINIMUM PROTECTIVE COVER OF 24" INCHES OVER STORM SEWER AND AVOID UNNECESSARY CROSSING BY HEAVY CONSTRUCTION VEHICLES DURING CONSTRUCTION.
- 3. THE CONTRACTOR SHALL PROTECT COMPLETED DRAINAGE STRUCTURES AND EXFILTRATION SYSTEM FROM CONTAMINATION OF SILT AND CONSTRUCTION DEBRIS. PLACE PLYWOOD ON OR FILTER FABRIC BETWEEN THE FRAME AND INLET GRATE UNTIL CONSTRUCTION OPERATIONS ARE FINISHED.

PAVING:

1. GENERAL:

- A. ALL EXISTING PAVEMENT CUT OR DAMAGED BY CONSTRUCTION SHALL BE PROPERLY RESTORED AT THE CONTRACTOR'S EXPENSE.
- B. WHERE ANY PROPOSED PAVEMENT IS TO BE CONNECTED TO EXISTING PAVEMENT THE EXISTING EDGE OF PAVEMENT SHALL BE SAW CUT..

2. MATERIALS AND INSTALLATION:

- A. SUBGRADE FOR ROAD RE-RECONSTRUCTION SHALL BE 12 INCHES COMPACTED TO A MINIMUM OF 95% OF THE MAXIMUM DENSITY (AASHTO T-180), LBR 40.
- B. BASE COURSE MATERIAL FOR PAVED AREAS SHALL BE OF 8 INCHES PLACED ON A SINGLE LAYER FOR STREETS. BASE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180, LBR 100.
- C. ASPHALT PAVEMENT TO BE: 1.5" OF SP-12.5.

3. TESTING:

DENSITY TESTS SHALL BE TAKEN BY AN INDEPENDENT TESTING LABORATORY, CERTIFIED BY THE STATE OF FLORIDA, WHERE DIRECTED BY THE MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT AND INSPECTOR ONE TEST HOLE TO THE BASE AND TWO TESTS TO THE SUBGRADE, VERTICALLY SPACED 6 INCHES BETWEEN THEM. ON EACH PIPE REPAIR LOCATION.

PROJECT CLOSE-OUT:

1. CLEANING UP:

- A. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER, AND UPON FINAL CLEAN-UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE SWEEPED BROOM CLEAN.
- B. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED, ALL DISTURBED AREAS DAMAGED BY HIS WORK, EQUIPMENT AND/OR EMPLOYEES TO A CONDITION EQUAL OR BETTER TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS.
- C. THE CONTRACTOR SHALL REPLACE ALL PAVING, STABILIZED EARTH, CURBS, DRIVEWAYS, SIDEWALKS, FENCES, MAILBOXES, SIGNS AND ANY OTHER IMPROVEMENTS REMOVED DURING CONSTRUCTION WITH THE SAME TYPE OF MATERIAL AND TO THE CONDITION WHICH EXISTED PRIOR TO THE BEGINNING OF OPERATIONS.
- D. PARTIAL RESTORATION FOR CURBS AND SIDEWALK IS NOT ACCEPTED. FULL FLAG RESTORATION IS REQUIRED FOR SIDEWALKS. SIDEWALK TO BE RESTORED IN COMPLIANCE WITH ADA AND PUBLIC WORKS MANUAL. CURBS SHALL BE RESTORED JOINT TO JOINT.
- E. WHERE MATERIAL OR DEBRIS; HAVE WASHED OR FLOWED INTO, OR HAVE BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING THE PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.
- F. ALL PROPERTY MONUMENTS OR PERMANENT REFERENCES REMOVED OR DESTROYED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE RESTORED BY A STATE OF FLORIDA REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.

2. PROJECT RECORD DOCUMENTS:

- A. DURING THE DAILY PROGRESS OF THE JOB, THE CONTRACTOR SHALL RECORD ON HIS SET OF CONSTRUCTION DRAWINGS THE EXACT LOCATION, LENGTH AND ELEVATION OF ANY FACILITY NOT BUILT EXACTLY ACCORDING TO PLANS.
- B. UPON COMPLETION OF DRAINAGE IMPROVEMENTS AND LIMEROCK BASE RE-CONSTRUCTION (AND BEFORE PLACING ASPHALT PAVEMENT) THE CONTRACTOR SHALL FURNISH THE ENGINEER OF RECORD "AS-BUILT" PLANS FOR THESE IMPROVEMENTS, SHOWING THE LOCATIONS AND PERTINENT GRADES OF ALL DRAINAGE INSTALLATIONS AND THE FINISHED ROCK GRADES OF THE ROAD CROWN AND EDGES OF PAVEMENT AND SWALES BOTTOM GRADES AT 10 FEET INTERVALS MAXIMUM SEPARATION.
- C. UPON COMPLETION OF CONSTRUCTION, AND PRIOR TO FINAL PAYMENT, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER OF RECORD ONE COMPLETE SET OF ALL "AS-BUILT" CONTRACT DRAWINGS. THESE DRAWINGS SHALL BE MARKED TO SHOW "AS-BUILT" CONSTRUCTION CHANGES AND DIMENSIONS, LOCATIONS AND ELEVATIONS OF ALL IMPROVEMENTS.
- D. ALL "AS-BUILT" INFORMATION SHALL BE CERTIFIED BY A FLORIDA REGISTERED LAND SURVEYOR.
- E. CONTRACTOR SHALL SUBMIT PICTURES & VIDEOS OF ALL WORK PERFORMED AFTER COMPLETION OF EACH LOCATION.

SCOPE OF WORK

- 1. EIGHT (8) TREE ROOT REMOVAL INSIDE DRAINAGE PIPES USING WITH CUTTING EQUIPMENT FROM THE INSIDE OF THE PIPE. NOT EXCAVATION REQUIRED.
- 2. FIVE (5) DRAINAGE SOLID PIPE REPAIRS. REQUIRE EXCAVATION IN EACH LOCATION.
- 3. THREE (3) FRENCH DRAIN PIPE REPAIRS. REQUIRE EXCAVATION IN EACH LOCATION.
- 4. INSTALLATION A DRAIN BASIN TO DRAIN A SMALL PONDING IN FRONT OF A RESIDENCE PROPERTY DUE TO THE FINISHED GRADE OF THE ROAD DOES NOT ALLOW THE WATER TO REACH THE EXISTING INLET AS DESIGN. NO ADDITIONAL AREA WILL BE ADDED TO THE DRAINAGE SYSTEM. NO MODIFICATION OF THE CURRENT DRAINAGE PATTERNS (PERVIOUS AND IMPERVIOUS AREAS) IS REQUIRED.

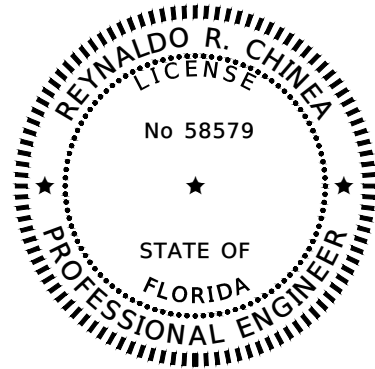
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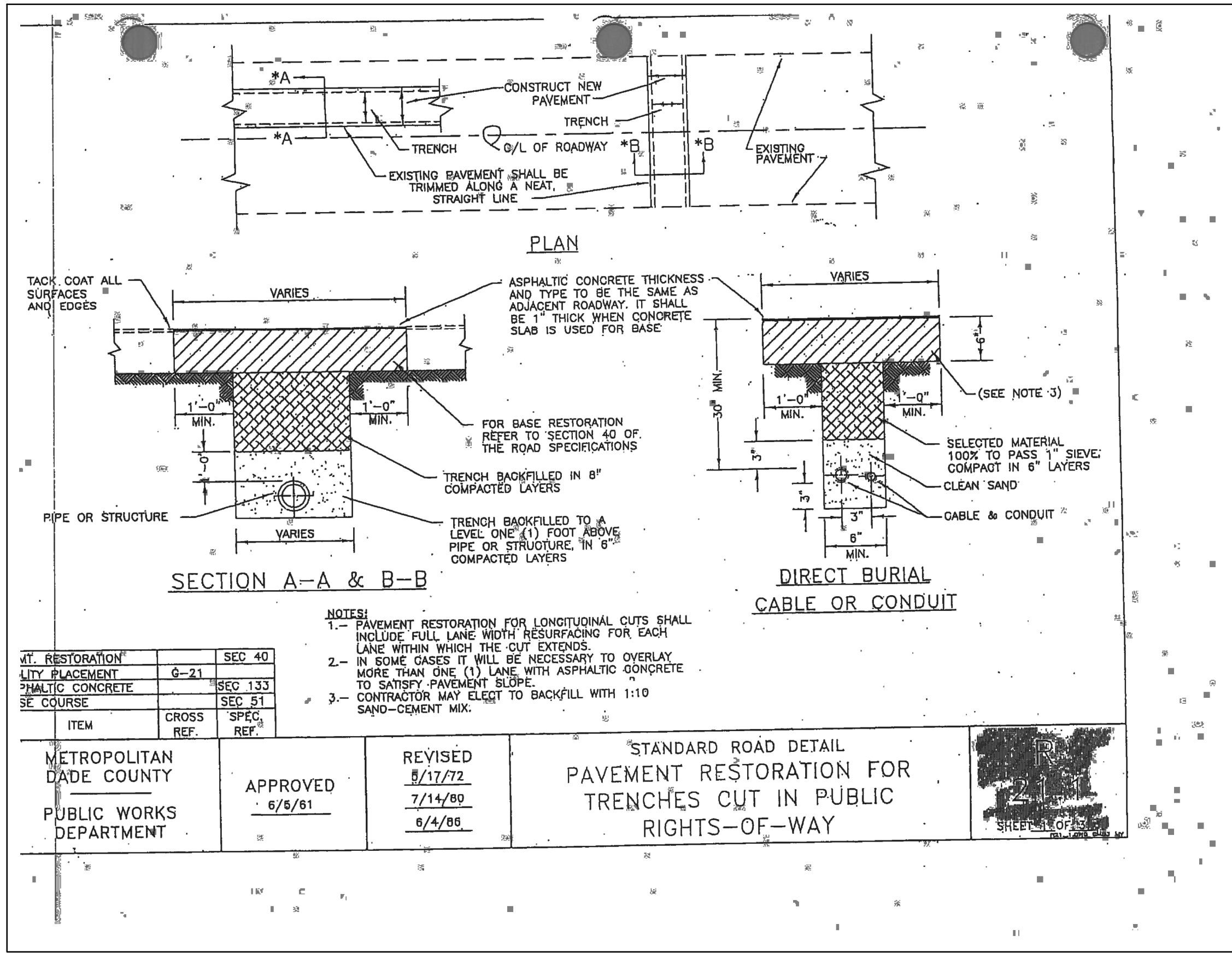
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DATE	DESCRIPTION	DATE	DESCRIPTION				



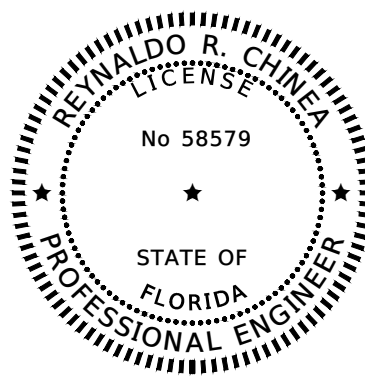
CUTLER CAY CDD- PHASE 2- DRAINAGE SYSTEM REPAIR- WORK TABULATION										
LOCATION (L)						WORK		EXISTING PIPE		
NUMBER	UPSTREAM STRUCTURE (IN AS-BUILTS)	DOWNSTREAM STRUCTURE (IN AS-BUILTS)	DISTANCE FROM UPSTREAM STRUCTURE (FT)	As-built Plans Seet No.	Issue Type	TYPE	WORK LENGTH (FT)	TIPE	DIAMETER (IN)	LENGTH (FT)
L2-01	SD-16B	SD-17	6.00	10 of 13	Pipe Broken	Pipe Repair	10.00	Solid	18	187.00
L2-02	SD-98B	SD-90	12.00	10 of 13	Pipe Broken	Pipe Repair	10.00	Solid	18	40.00
L2-03	SD-90	SD-91B	11.00	10 of 13	Pipe Broken	Pipe Repair	10.00	Solid	18	150.00
L2-04	SD-91A	SD-91C	52.00	10 of 13	Pipe Broken	Pipe Repair	10.00	FD	18	80.00
L2-05	SD-96C	SD-96D	40.00	10 of 13	Medium Root	Remove Roots	10.00	FD	18	65.00
L2-06	SD-94D	SD-94A	4.00	10 of 13	Pipe Broken	Pipe Repair	10.00	Solid	12	27.00
L2-07	SD-94D	SD-94C	-	10 of 13	Medium Root	Remove Roots	35.00	FD	18	125.00
L2-08	SD-93B	SD-93A	25.00	10 of 13	Heavy Root	Remove Roots	15.00	FD	18	120.00
L2-09	SD-93C	SD-93D	45.00	10 of 13	Medium Root	Remove Roots	80.00	FD	18	120.00
L2-10	SD-E1	END 1	10.00		Medium Root	Remove Roots	25.00	FD	18	35.00
L2-11	SD-93D	SD-93A	5.00	10 of 13	Pipe Broken	Pipe Repair	10.00	Solid	12	27.00
L2-12	SD-E1	END 2	10.00		Pipe Broken	Pipe Repair	10.00	FD	18	35.00
L2-13	SD-97	SD-96B	60.00	10 of 13	Pipe Broken	Pipe Repair	10.00	FD	18	80.00
L2-14	SD-92A	SD-92B	45.00	10 of 13	Medium Root	Remove Roots	25.00	FD	18	70.00
L2-15	SD-92D	SD-92C	5.00	10 of 13	Medium Root	Remove Roots	5.00	FD	18	70.00
L2-16	SD-95C	SD-95B	5.00	10 of 13	Medium Root	Remove Roots	25.00	FD	18	70.00

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DATE	DESCRIPTION	DATE	DESCRIPTION				
							10

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8935 N.W. 35 Lane, Suite 101  
Miami, Florida 33172  
Tel. (305) 640-1345 Fax (305) 640-1346

Carlos Castaneira

9/14/2022

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**RESOLUTION NO. 2022-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2021/2022 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors of the Cutler Cay Community Development District (“District”) is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

**WHEREAS**, the District has prepared for consideration and approval an Amended Budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT, THAT:**

**Section 1.** The Amended Budget for Fiscal Year 2021/2022 attached hereto as Exhibit “A” is hereby approved and adopted.

**Section 2.** The Secretary/Assistant Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

**PASSED, ADOPTED and EFFECTIVE** this 3<sup>rd</sup> day of October, 2022.

**ATTEST:**

**CUTLER CAY  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

Cutler Cay  
Community Development District

**Amended Final Budget For  
Fiscal Year 2021/2022  
October 1, 2021 - September 30, 2022**

# **CONTENTS**

- I        AMENDED FINAL OPERATING FUND BUDGET**
- II       AMENDED FINAL MAINTENANCE BUDGET**
- III      AMENDED FINAL DEBT SERVICE FUND BUDGET**



**AMENDED FINAL BUDGET**  
**CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT**  
**OPERATING FUND**  
**FISCAL YEAR 2021/2022**  
**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	<b>FISCAL YEAR 2021/2022 BUDGET 10/1/21 - 9/30/22</b>	<b>AMENDED FINAL BUDGET 10/1/21 - 9/30/22</b>	<b>YEAR TO DATE ACTUAL 10/1/21 - 8/31/22</b>
<b>REVENUES</b>			
<b>Operating Fund Revenues</b>			
Administrative Assessments	87,614	<b>90,914</b>	90,914
Maintenance Assessments	550,979	<b>550,980</b>	550,980
Debt Assessments	773,141	<b>773,142</b>	773,142
Other Revenues	0	<b>1,200</b>	1,200
Interest Income	300	<b>1,000</b>	991
<b>TOTAL REVENUES</b>	<b>\$ 1,412,034</b>	<b>\$ 1,417,236</b>	<b>\$ 1,417,227</b>
<b>EXPENDITURES</b>			
<b>ADMINISTRATIVE EXPENDITURES</b>			
Supervisor Fees	6,000	<b>3,600</b>	3,600
Payroll Taxes - Employer	480	<b>275</b>	275
Management	30,540	<b>30,540</b>	27,995
Secretarial	4,200	<b>420</b>	3,850
Legal	12,500	<b>12,500</b>	10,519
Assessment Roll	7,500	<b>7,500</b>	0
Audit Fees	3,400	<b>3,400</b>	3,400
Arbitrage Rebate Fee	650	<b>650</b>	650
Insurance	8,500	<b>10,155</b>	10,155
Legal Advertisements	750	<b>750</b>	432
Miscellaneous	1,300	<b>3,000</b>	2,591
Postage	350	<b>900</b>	868
Office Supplies	800	<b>1,850</b>	1,766
Dues & Subscriptions	175	<b>175</b>	175
Trustee Fees	3,600	<b>4,139</b>	4,139
Continuing Disclosure Fee	350	<b>350</b>	0
Website Management	2,000	<b>2,000</b>	1,833
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 83,095</b>	<b>\$ 82,204</b>	<b>\$ 72,248</b>
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 520,675</b>	<b>\$ 507,675</b>	<b>\$ 332,045</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 603,770</b>	<b>\$ 589,879</b>	<b>\$ 404,293</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 808,264</b>	<b>\$ 827,357</b>	<b>\$ 1,012,934</b>
Bond Refunding Payments	(726,753)	<b>(739,734)</b>	(739,734)
<b>BALANCE</b>	<b>\$ 81,511</b>	<b>\$ 87,623</b>	<b>\$ 273,200</b>
County Appraiser & Tax Collector Fee	(27,170)	<b>(13,676)</b>	(13,676)
Discounts For Early Payments	(54,341)	<b>(47,359)</b>	(47,359)
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ 26,588</b>	<b>\$ 212,165</b>
Carryover From Prior Year	0	<b>0</b>	0
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ 26,588</b>	<b>\$ 212,165</b>

OPERATING FUND BALANCE AS OF 09/30/21
FY 2021/2022 ACTIVITY
OPERATING FUND BALANCE AS OF 9/30/22

\$442,768
\$26,588
\$469,356

**Notes**

Fund Balance Includes Drainage, Pipe & Roads Reserves.

Reserve Balances As Of 9/30/2022 total \$261,500 - Unspent Maintenance To Be Added To Reserves In October 2022.

**AMENDED FINAL BUDGET**  
**CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT**  
**OPERATING FUND - MAINTENANCE EXPENSITURES**  
**FISCAL YEAR 2021/2022**  
**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	<b>FISCAL YEAR 2021/2022 BUDGET 10/1/21 - 9/30/22</b>	<b>AMENDED FINAL BUDGET 10/1/21 - 9/30/22</b>	<b>YEAR TO DATE ACTUAL 10/1/21 - 8/31/22</b>
<b>MAINTENANCE EXPENDITURES</b>			
Contingency/Reserve	30,000	<b>30,000</b>	15,348
Lakes Maintenance	10,000	<b>10,000</b>	6,545
Roads Maintenance/Reserve	47,500	<b>65,000</b>	45,858
Stormwater Drainage/Reserve	17,575	<b>17,575</b>	14,793
Stormwater Drainage System Pipe Repairs Project	65,000	<b>70,000</b>	64,266
Field Operations	3,600	<b>7,100</b>	6,100
Walls & Wall Fountain Maintenance	25,000	<b>32,000</b>	27,606
Sidewalk Maintenance/Repairs	15,000	<b>15,000</b>	6,336
Engineering/Inspections	7,000	<b>55,000</b>	47,343
Street Signage	5,000	<b>2,500</b>	0
Lake Fountain Maintenance	15,000	<b>7,500</b>	300
Entry Features Maintenance	15,000	<b>15,000</b>	0
Guardhouse Exterior Maintenance	10,000	<b>10,000</b>	95
Guardhouse Insurance	5,000	<b>5,000</b>	0
Water & Sewage	5,000	<b>1,000</b>	340
FPL - Street Lighting Project	95,000	<b>95,000</b>	45,460
FPL - Electrical	150,000	<b>30,000</b>	20,562
Lake Erosion Restoration Project	0	<b>40,000</b>	31,093
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 520,675</b>	<b>\$ 507,675</b>	<b>\$ 332,045</b>

**AMENDED FINAL BUDGET**  
**CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND**  
**FISCAL YEAR 2021/2022**  
**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	<b>FISCAL YEAR 2021/2022 BUDGET 10/1/21 - 9/30/22</b>	<b>AMENDED FINAL BUDGET 10/1/21 - 9/30/22</b>	<b>YEAR TO DATE ACTUAL 10/1/21 - 8/31/22</b>
<b>REVENUES</b>			
Interest Income	25	13	12
NAV Tax Collection	726,753	739,734	739,734
<b>Total Revenues</b>	<b>\$ 726,778</b>	<b>\$ 739,747</b>	<b>\$ 739,746</b>
<b>EXPENDITURES</b>			
Principal Payments	555,000	555,000	555,000
Interest Payments	167,937	195,609	195,609
Bond Redemption	3,841	0	0
<b>Total Expenditures</b>	<b>\$ 726,778</b>	<b>\$ 750,609</b>	<b>\$ 750,609</b>
<b>Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ (10,862)</b>	<b>\$ (10,863)</b>

FUND BALANCE AS OF 09/30/21	\$139,606
FY 2021/2022 ACTIVITY	(\$10,862)
FUND BALANCE AS OF 09/30/22	\$128,744

Notes

Revenue Fund Balance = \$128,744\*.

Revenue Fund Balance To Be Used To Make 11/1/2022 Interest Payment Of \$80,999.

\* Approximate Amounts

**Series 2021 Bond Refunding Information**

Original Par Amount =	\$8,125,000	Annual Principal Payments Due:
Interest Rate =	2.14%	May 1st
Issue Date =	March 2021	Annual Interest Payments Due:
Maturity Date =	May 2034	May 1st & November 1st
Par Amount As Of 9/30/22 =	\$7,570,000	

**CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT  
RANKING OF AUDITOR PROPOSALS  
FOR FISCAL YEAR ENDING 9/30/22**

Audit Firms			
Criteria	Point Range	Grau & Associates	Nowlen Holt & Miner
<b>Ability of Personnel:</b> (E.g., geographic locations of the firms headquarters of permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load).	1-10	9	9
<b>Proposer's Experience:</b> (E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation).	1-10	9	8
<b>Understanding of Scope of Work:</b> Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.	1-10	9	9
<b>Ability to Furnish the Required Services:</b> Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.	1-10	9	9
<b>Price:</b> Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.	1-10	8	9
<b>TOTAL POINTS</b>	<b>50</b>	<b>44</b>	<b>44</b>
<b>BID PRICE - 2020/2021 AUDIT</b>		<b>\$3,600.00</b>	<b>\$3,400.00</b>
<b>BID PRICE - 2021/2022 AUDIT</b>		<b>\$3,700.00</b>	<b>\$3,500.00</b>
<b>BID PRICE - 2022/2023 AUDIT</b>		<b>\$3,800.00</b>	<b>\$3,600.00</b>
<b>BID PRICE - 2023/2024 AUDIT</b>		<b>\$3,900.00</b>	<b>\$3,600.00</b>
<b>BID PRICE - 2024/2025 AUDIT</b>		<b>\$4,000.00</b>	<b>\$3,600.00</b>
<b>COMMENTS:</b>		Currently the auditing firm for more than 200 CDD's	Currently the auditing firm for more than 30 Governmental Entities.
<b>RECOMMENDATION:</b>			
Both firms have the capacity to perform the audit. Management recommends that either Grau & Associates, the current auditor for the District and the firm with the most experience, or Nowlen Holt & Miner, the low bidder; be selected to perform the September 30, 2022, 2023 and 2024 annual audits, with an option subject to fee adjustments for inflation, to perform the fiscal year end audits for the two following years (FYE 9/30/25, FYE 9/30/26).			

**Note: 2022/2023 Budget For Audit Services is \$3,500.**

Cutler Cay  
Community Development District

**Financial Report For  
August 2022**



**Cutler Cay Community Development District**  
**Budget vs. Actual**  
**October 2021 through August 2022**

	<b>Oct 21 - Aug 22</b>	<b>FY 21/22 Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
363.100 · Administrative Assessments	90,914.15	87,614.00	3,300.15	103.77%
363.101 · Maintenance Assessments	550,980.15	550,979.00	1.15	100.0%
363.810 · Debt Assessments	773,142.25	773,141.00	1.25	100.0%
363.820 · Debt Assessment - Pd To Trustee	-739,734.50	-726,753.00	-12,981.50	101.79%
363.830 · Cty Appraiser & Tax Coll Fee	-13,675.63	-27,170.00	13,494.37	50.33%
363.831 · Discounts For Early Payments	-47,359.16	-54,341.00	6,981.84	87.15%
369.400 · Other Income	1,200.00	0.00	1,200.00	100.0%
369.401 · Interest Income	990.93	300.00	690.93	330.31%
<b>Total Income</b>	<b>616,458.19</b>	<b>603,770.00</b>	<b>12,688.19</b>	<b>102.1%</b>
<b>Expense</b>				
511.758 · FPL - Electrical	20,561.91	150,000.00	-129,438.09	13.71%
511.757 · FPL - Street Lighting Project	45,460.00	95,000.00	-49,540.00	47.85%
512.823 · Lake Bank Erosion Restoration Project	31,093.00	0.00	31,093.00	100.0%
511.756 · Water & Sewage	339.97	5,000.00	-4,660.03	6.8%
511.755 · Guardhouse Insurance	0.00	5,000.00	-5,000.00	0.0%
511.754 · Guardhouse Exterior Maintenance	95.00	10,000.00	-9,905.00	0.95%
511.753 · Entry Feature Maintenance	0.00	15,000.00	-15,000.00	0.0%
511.752 · Fountain Maintenance	300.00	15,000.00	-14,700.00	2.0%
511.751 · Street Signage	0.00	5,000.00	-5,000.00	0.0%
511.308 · Stormwater Drainage Pipe Project	64,266.00	65,000.00	-734.00	98.87%
511.307 · Sidewalk Maint/ Repairs	6,336.05	15,000.00	-8,663.95	42.24%
511.122 · Payroll tax expenses	275.40	480.00	-204.60	57.38%
511.131 · Supervisor Fee	3,600.00	6,000.00	-2,400.00	60.0%
511.301 · Lakes Maintenance	6,545.00	10,000.00	-3,455.00	65.45%
511.302 · Roads Maintenance/Reserve	45,858.16	47,500.00	-1,641.84	96.54%
511.303 · Stormwater Drainage/Reserve	14,793.00	17,575.00	-2,782.00	84.17%
511.304 · Field Operations	6,100.00	3,600.00	2,500.00	169.44%
511.305 · Contingency/Reserve	15,348.27	30,000.00	-14,651.73	51.16%
511.306 · Walls-Wall Fountain Maintenance	27,606.13	25,000.00	2,606.13	110.43%
511.310 · Engineering/Inspections	47,342.62	7,000.00	40,342.62	676.32%
511.311 · Management Fees	27,995.00	30,540.00	-2,545.00	91.67%
511.312 · Secretarial Fees	3,850.00	4,200.00	-350.00	91.67%
511.315 · Legal Fees	10,518.50	12,500.00	-1,981.50	84.15%
511.318 · Assessment/Tax Roll	0.00	7,500.00	-7,500.00	0.0%
511.320 · Audit Fees	3,400.00	3,400.00	0.00	100.0%
511.330 · Arbitrage Rebate Fee	650.00	650.00	0.00	100.0%
511.450 · Insurance	10,155.00	8,500.00	1,655.00	119.47%
511.480 · Legal Advertisements	431.88	750.00	-318.12	57.58%
511.512 · Miscellaneous	2,591.21	1,300.00	1,291.21	199.32%
511.513 · Postage and Delivery	868.06	350.00	518.06	248.02%
511.514 · Office Supplies	1,765.75	800.00	965.75	220.72%
511.540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
511.733 · Trustee Fees	4,138.75	3,600.00	538.75	114.97%
511.734 · Continuing Disclosure Fee	0.00	350.00	-350.00	0.0%
511.750 · Website Management	1,833.26	2,000.00	-166.74	91.66%
<b>Total Expense</b>	<b>404,292.92</b>	<b>603,770.00</b>	<b>-199,477.08</b>	<b>66.96%</b>
<b>Net Ordinary Income</b>	<b>212,165.27</b>	<b>0.00</b>	<b>212,165.27</b>	<b>100.0%</b>
	<b>212,165.27</b>	<b>0.00</b>	<b>212,165.27</b>	<b>100.0%</b>

**CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT  
MONTHLY FINANCIAL REPORT  
AUGUST 2022**

	<b>Annual Budget 10/1/21 - 9/30/22</b>	<b>Actual Aug-22</b>	<b>Year To Date Actual 10/1/21 - 8/31/22</b>
<b>REVENUES</b>			
Administrative Assessments	87,614	54	90,914
Maintenance Assessments	550,979	0	550,980
Debt Assessments - 2014 Refunding	773,141	0	773,142
Other Revenues	0	0	1,200
Interest Income	300	292	991
<b>Total Revenues</b>	<b>\$ 1,412,034</b>	<b>\$ 346</b>	<b>\$ 1,417,227</b>
<b>ADMINISTRATIVE EXPENDITURES</b>			
Supervisor Fees	6,000	800	3,600
Payroll Taxes (Employer)	480	62	275
Management	30,540	2,545	27,995
Secretarial	4,200	350	3,850
Legal	12,500	0	10,519
Assessment Roll	7,500	0	0
Audit Fees	3,400	0	3,400
Arbitrage Rebate Fee	650	0	650
Insurance	8,500	0	10,155
Legal Advertisements	750	88	432
Miscellaneous	1,300	232	2,591
Postage	350	12	868
Office Supplies	800	305	1,766
Dues & Subscriptions	175	0	175
Trustee Fee	3,600	0	4,139
Continuing Disclosure Fee	350	0	0
Website Management	2,000	166	1,833
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 83,095</b>	<b>\$ 4,560</b>	<b>\$ 72,248</b>
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 520,675</b>	<b>\$ 32,416</b>	<b>\$ 332,045</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 603,770</b>	<b>\$ 36,976</b>	<b>\$ 404,293</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 808,264</b>	<b>\$ (36,630)</b>	<b>\$ 1,012,934</b>
2014 Bond Refunding Payments	(726,753)	0	(739,734)
<b>Balance</b>	<b>\$ 81,511</b>	<b>\$ (36,630)</b>	<b>\$ 273,200</b>
County Appraiser & Tax Collector Fee	(27,170)	0	(13,676)
Discounts For Early Payments	(54,341)	0	(47,359)
<b>Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ (36,630)</b>	<b>\$ 212,165</b>
Carryover From Prior Year	0	0	0
<b>Net Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ (36,630)</b>	<b>\$ 212,165</b>

Bank Balance As Of 8/31/22	\$ 743,541.51
Accounts Payable As Of 8/31/22	\$ 89,907.83
Accounts Receivable As Of 8/31/22	\$ 1,200.00
Other Assets As Of 8/31/22	\$ 100.00
Reserve For Roads Maintenance As Of 8/31/22	\$ 171,000.00
Reserve For Stormwater Drainage As Of 8/31/22	\$ 20,500.00
Reserve For Pipe Repairs Project As Of 8/31/22	\$ 70,000.00
Available Funds As Of 8/31/22	\$ 393,433.68

**CUTLER CAY COMMUNITY DEVELOPMENT DISTRICT  
MONTHLY FINANCIAL REPORT  
AUGUST 2022**

	<b>Annual Budget 10/1/21 - 9/30/22</b>	<b>Actual Aug-22</b>	<b>Year To Date Actual 10/1/21 - 8/31/22</b>
<b>MAINTENANCE EXPENDITURES</b>			
Contingency/Reserve	30,000	0	15,348
Lakes Maintenance	10,000	595	6,545
Roads Maintenance/Reserve	47,500	1,150	45,858
Stormwater Drainage/Reserve	17,575	14,793	14,793
Stormwater Drainage System Pipe Repairs Project	65,000	0	64,266
Field Operations	3,600	1,000	6,100
Walls & Wall Fountain Maintenance	25,000	12,632	27,606
Sidewalk Maintenance/Repairs	15,000	0	6,336
Engineering/Inspections	7,000	0	47,343
Street Signage	5,000	0	0
Lake Fountain Maintenance	15,000	0	300
Entry Features Maintenance	15,000	0	0
Guardhouse Exterior Maintenance	10,000	0	95
Guardhouse Insurance	5,000	0	0
Water & Sewage	5,000	0	340
FPL - Street Lighting Project	95,000	0	45,460
FPL - Electrical	150,000	2,246	20,562
Lake Bank Erosion Restoration Project	0	0	31,093
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 520,675</b>	<b>\$ 32,416</b>	<b>\$ 332,045</b>

**CUTLER CAY CDD  
TAX COLLECTIONS  
2021-2022**

#	ID#	PAYMENT FROM	DATE	PAYMENT FROM	Tax Collect Receipts	Interest Received	Commissions Paid	Discount	Net From Tax Collector	Admin Assessment Income (Before Discounts & Fees)	Maint Assessment Income (Before Discounts & Fees)	Debt Assessment Income (Before Discounts & Fees)	Admin Assessment Income (After Discounts & Fees)	Maint Assessment Income (After Discounts & Fees)	Debt Assessment Income (After Discounts & Fees)	Debt Assessment Paid to Trustee
									\$ 1,411,734	\$ 87,614	\$ 550,979	\$ 773,141	\$ 87,614	\$ 550,979	\$ 773,141	
									\$ 1,330,223	\$ 82,795	\$ 520,675	\$ 726,753	\$ 82,795	\$ 520,675	\$ 726,753	\$ 726,753
1	1	Miami-Dade Tax Collector	11/26/21	NAV Taxes	\$ 138,580.84		\$ (1,329.22)	\$ (5,658.58)	\$ 131,593.04	\$ 8,600.34	\$ 54,086.70	\$ 75,893.80	\$ 8,166.59	\$ 51,359.45	\$ 72,067.00	\$ 72,067.00
2	2	Miami-Dade Tax Collector	12/03/21	NAV Taxes	\$ 706,441.06		\$ (6,781.83)	\$ (28,257.87)	\$ 671,401.36	\$ 43,841.71	\$ 275,716.90	\$ 386,882.45	\$ 41,667.11	\$ 262,041.25	\$ 367,693.00	\$ 367,693.00
3	3	Miami-Dade Tax Collector	12/08/21	NAV Taxes	\$ 213,144.79		\$ (2,046.20)	\$ (8,525.80)	\$ 202,572.79	\$ 13,227.74	\$ 83,188.30	\$ 116,728.75	\$ 12,571.59	\$ 79,062.15	\$ 110,939.05	\$ 110,939.05
4	4	Miami-Dade Tax Collector	12/20/21	NAV Taxes	\$ 61,632.49		\$ (592.50)	\$ (2,382.01)	\$ 58,657.98	\$ 3,824.89	\$ 24,054.55	\$ 33,753.05	\$ 3,640.23	\$ 22,893.65	\$ 32,124.10	\$ 32,124.10
5	5	Miami-Dade Tax Collector	01/11/22	NAV Taxes	\$ 52,513.40		\$ (509.57)	\$ (1,555.62)	\$ 50,448.21	\$ 3,258.95	\$ 20,495.45	\$ 28,759.00	\$ 3,130.71	\$ 19,689.45	\$ 27,628.05	\$ 27,628.05
6	6	Miami-Dade Tax Collector	02/07/22	NAV Taxes	\$ 30,872.40		\$ (301.72)	\$ (700.77)	\$ 29,869.91	\$ 1,915.90	\$ 12,049.20	\$ 16,907.30	\$ 1,853.61	\$ 11,657.95	\$ 16,358.35	\$ 16,358.35
7	Int -1	Miami-Dade Tax Collector	02/28/22	Interest		\$ 42.77			\$ 42.77	\$ 42.77			\$ 42.77			\$ -
8	7	Miami-Dade Tax Collector	03/07/22	NAV Taxes	\$ 21,026.41		\$ (208.04)	\$ (222.57)	\$ 20,595.80	\$ 1,304.86	\$ 8,206.40	\$ 11,515.15	\$ 1,278.05	\$ 8,038.35	\$ 11,279.40	\$ 11,279.40
9	8	Miami-Dade Tax Collector	04/12/22	NAV Taxes	\$ 99,751.97		\$ (996.96)	\$ (55.94)	\$ 98,699.07	\$ 6,190.57	\$ 38,932.20	\$ 54,629.20	\$ 6,125.17	\$ 38,521.25	\$ 54,052.65	\$ 54,052.65
10	Int -2	Miami-Dade Tax Collector	04/27/22	Interest		\$ 17.86			\$ 17.86	\$ 17.86			\$ 17.86			\$ -
11	9	Miami-Dade Tax Collector	05/06/22	NAV Taxes/Interest	\$ 22,541.01	\$ 503.25	\$ (230.44)		\$ 22,813.82	\$ 1,902.11	\$ 8,797.55	\$ 12,344.60	\$ 1,883.02	\$ 8,709.60	\$ 12,221.20	\$ 12,221.20
12	10	Miami-Dade Tax Collector	06/07/22	NAV Taxes/Interest	\$ 14,904.84	\$ 453.35	\$ (153.58)		\$ 15,204.61	\$ 1,378.34	\$ 5,817.20	\$ 8,162.65	\$ 1,364.51	\$ 5,759.05	\$ 8,081.05	\$ 8,081.05
13	11	Miami-Dade Tax Collector	07/05/22	NAV Taxes/Interest (TC)	\$ 47,594.79	\$ 2,141.76	\$ (497.37)		\$ 49,239.18	\$ 5,095.45	\$ 18,575.80	\$ 26,065.30	\$ 5,044.48	\$ 18,390.05	\$ 25,804.65	\$ 25,804.65
14	D -1	Miami-Dade Tax Collector	07/11/22	NAV Taxes/Interest	\$ 2,737.39	\$ 82.12	\$ (28.20)		\$ 2,791.31	\$ 258.61	\$ 1,059.90	\$ 1,501.00	\$ 256.01	\$ 1,049.30	\$ 1,486.00	\$ 1,486.00
15	Int -3	Miami-Dade Tax Collector	08/09/22	Interest		\$ 54.05			\$ 54.05	\$ 54.05			\$ 54.05			\$ -
16									\$ -							\$ -
17									\$ -							
18									\$ -							
					\$ 1,411,741.39	\$ 3,295.16	\$ (13,675.63)	\$ (47,359.16)	\$ 1,354,001.76	\$ 90,914.15	\$ 550,980.15	\$ 773,142.25	\$ 87,095.76	\$ 527,171.50	\$ 739,734.50	\$ 739,734.50

**Total Roll = \$1,411,741.39**

Note: \$1,411,734, \$87,614, \$550,979 and \$773,141 are 2021/2022 Budgeted assessments before discounts and fees.

Note: \$1,330,223, \$82,795, \$520,675 and \$726,753 are 2021/2022 Budgeted assessments after discounts and fees.

\$ 1,411,741.39	
\$ 3,295.16	\$ 1,354,001.76
\$ (90,914.15)	\$ (87,095.76)
\$ (550,980.15)	\$ (527,171.50)
\$ (773,142.25)	\$ (739,734.50)
\$ -	\$ -