



Rizzetta & Company

# **Bainebridge Community Development District**

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**Board of Supervisors'  
Meeting  
November 18, 2021**

**District Office:  
2806 N. Fifth Street  
Unit 403  
St. Augustine, FL 32084**

**[www.bainebridgecdd.org](http://www.bainebridgecdd.org)**

**BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT**  
**District Office · St. Augustine, Florida · (904) 436-6270**  
**Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614**  
**[www.bainebridgecdd.org](http://www.bainebridgecdd.org)**

**Board of Supervisors**

William Huff	Chairman
Samuel Helms III	Vice Chairman
Charles Straw	Assistant Secretary
Alton Mabb	Assistant Secretary
Wally David	Assistant Secretary

**District Manager**

Lesley Gallagher	Rizzetta & Company, Inc.
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**District Counsel**

Katie Buchanan	Hopping Green & Sams, P.A.
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**District Engineer**

Vince Dunn	Dunn & Associates
David Taylor	Dunn & Associates

**All cellular phones must be placed on mute while in the meeting room.**

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (904) 436-6270. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

# BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

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November 11, 2021

Board of Supervisors  
Bainebridge Community  
Development District

## AGENDA

Dear Board Members:

The regular meeting of the Bainebridge Community Development District will be held on **Thursday, November 18, 2021 at 6:00 p.m.** at the Bainebridge Amenity Center, located at 15855 Twin Creek Drive, Jacksonville, Florida 32218. The following is the agenda for this meeting.

1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **AUDIENCE COMMENTS ON AGENDA ITEMS**
4. **BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Board of Supervisors' Regular Meeting held September 16, 2021.....Tab 1
  - B. Ratification of the Operation and Maintenance Expenditures for August 2021 and September 2021.....Tab 2
5. **STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. Amenity Manager
    - 1.) Amenity Manager Report, November 6, 2021.....Tab 3
  - D. Field Inspection
    - 1.) Field Inspection Report, October 5, 2021.....Tab 4
  - E. Landscape Manager
    - 1.) BrightView Landscape Report, November 11, 2021.....Tab 5
  - F. District Manager
    - 1.) Acceptance of Technology Services Contractual Assignment.....Tab 6
    - 2.) Charles Aquatics Pond Report, October 29, 2021.....Tab 7
6. **BUSINESS ITEMS**
  - A. Consideration of Proposal for Backflow Protection.....Tab 8
  - B. Consideration of Proposal for Annual Engineer's Report.....Tab 9
  - C. Consideration of Paver Repair Proposal from Corner Stone Solution.....Tab 10
7. **AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
8. **ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (904) 436-6270.

Very truly yours,

*Lesley Gallagher*

Lesley Gallagher  
District Manager

Bainebridge Community Development District

**CALL TO ORDER / ROLL CALL**



# **PLEDGE OF ALLEGIANCE**

# **AUDIENCE COMMENTS ON AGENDA ITEMS**

# **BUSINESS ADMINISTRATION**

## **Tab 1**

## MINUTES OF MEETING

*Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

### BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

The **regular** meeting of the Board of Supervisors of Bainebridge Community Development District was held on **Thursday, September 16, 2021 at 6:00 p.m.** at the Bainebridge Amenity Center, located at 15855 Twin Creek Drive, Jacksonville, Florida 32218.

Present and constituting a quorum:

William Huff II	<b>Board Supervisor, Chairman</b>
Charles Straw	<b>Board Supervisor, Assistant Secretary</b>
Alton Mabb	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Lesley Gallagher	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Wes Haber	<b>District Counsel, Hopping Green &amp; Sams</b>
Tony Shiver	<b>Representative, First Coast CMS</b>
Chris Ernst	<b>Account Representative, BrightView Landscaping</b>

Audience members present.

#### FIRST ORDER OF BUSINESS

#### Call to Order

Mr. Huff called the meeting to order at 6:00 p.m. and read the roll call.

#### SECOND ORDER OF BUSINESS

#### Pledge of Allegiance

Mr. Mabb led the pledge of allegiance.

*The Board moved to agenda item 6A, there were no audience comments on this item.*

**THIRD ORDER OF BUSINESS****Consideration of Statement of Interest to  
Vacant Board Seat(s)**

On a motion by Mr. Mabb, seconded by Mr. Straw, with all in favor, the Board appointed Mr. Wally David to the seat previously held by James Beck, who had submitted his Statement of Interest, for Bainebridge Community Development District.

**FOURTH ORDER OF BUSINESS****Administration of Oath of Office**

Ms. Gallagher administered Mr. David his Oath of Office.

*The Board moved back to agenda item 3.*

**FIFTH ORDER OF BUSINESS****Audience Comments on Agenda Items**

No audience member questions on remaining agenda items.

**SIXTH ORDER OF BUSINESS****Consideration of the Minutes of the Board of  
the Audit Committee Meeting held on July  
15, 2021**

On a motion by Mr. Mabb, seconded by Mr. David, with all in favor, the Board approved the Minutes of the Board of the Audit Committee Meeting held on July 15, 2021 for Bainebridge Community Development District.

**SEVENTH ORDER OF BUSINESS****Consideration of the Minutes of the Board of  
Supervisors Regular Meeting held on July  
15, 2021**

On a motion by Mr. Mabb, seconded by Mr. David, with all in favor, the Board approved the Minutes of the Board of Supervisors Regular Meeting held on July 15, 2021 for Bainebridge Community Development District.

**EIGHTH ORDER OF BUSINESS****Ratification of the Operation and  
Maintenance Expenditures for June 2021 and  
July 2021**

On a motion by Mr. Mabb, seconded by Mr. Straw, with all in favor, the Board ratified the Operation and Maintenance Expenditures for June 2021 in the amount of \$21,566.95 and July 2021 in the amount \$16,186.30 for Bainebridge Community Development District.

## NINTH ORDER OF BUSINESS

## Staff Reports

- A. District Counsel  
Mr. Haber updated the Board that Sarah Warren was no longer with Hopping Green & Sams and Katie Buchanan will be working with the District again going forward.
- B. District Engineer  
Not present.
- C. Amenity Report  
1.) First Coast CMS Field Report, September 9, 2021  
Mr. Shiver reviewed the report found behind Tab 4 of the agenda and updated the Board that the recirculating pump is down and the gutters had been cleaned.
- D. Landscape Report  
1.) BrightView Landscape Report, September 16, 2021  
Mr. Ernst reviewed the landscape report.

*Board moved to agenda items 6D and 6E.*

The Board reviewed Renewal Proposal for BrightView Landscaping.

On a motion by Mr. Straw, seconded by Mr. David, with all in favor, the Board approved the BrightView Renewal Proposal, as presented, for Bainebridge Community Development District.

*The Board reviewed proposal for Landscape Enhancement at Pool Area (Under Separate Cover)*

On a motion by Mr. Straw, seconded by Mr. David, with all in favor, the Board approved the BrightView proposal in the amount of \$3,183.11 for Pool Area Enhancement (Exhibit A) for Bainebridge Community Development District.

*The Board moved back to agenda item 5D.*

- E. District Manager  
1.) Charles Aquatics Fountain Report, August 10, 2021 and Pond Report dated September 1, 2021  
Ms. Gallagher updated the Board that she is still working with Counsel and the HOA on access to pond #12. There are two fences that were not approved by the HOA on the access easement and the HOA has sent notices to these property owners.

*The Board moved to agenda items 6C.*

**TENTH ORDER OF BUSINESS****Consideration of Resolution 2021-06,  
ReDesignating Assistant Secretaries**

On a motion by Mr. Straw, seconded by Mr. Huff, with all in favor, the Board adopted Resolution 2021-06, approving removing Jim Beck and adding Wally David as Assistant Secretary for Bainebridge Community Development District.

**ELEVENTH ORDER OF BUSINESS****Consideration of Proposal for Playground  
Equipment Replacement or Repairs**

On a motion by Mr. Straw, seconded by Mr. David, with all in favor, the Board approved the repair proposal from Bliss in the amount of \$6,035.00 (Exhibit B) for Bainebridge Community Development District.

**TWELFTH ORDER OF BUSINESS****Consideration of Renewal Proposal with  
Charles Aquatics**

On a motion by Mr. David, seconded by Mr. Mabb, with all in favor, the Board approved the Renewal Proposal for Fiscal Year 2021-2022 with Charles Aquatics for Bainebridge Community Development District.

**THIRTEENTH ORDER OF BUSINESS****Consideration of Fiscal Year 2021-2022  
District Insurance Policy Renewal**

On a motion by Mr. Straw, seconded by Mr. David, with all in favor, the Board approved the Renewal Proposal for Fiscal Year 2021-2022 District Insurance Policy for Bainebridge Community Development District.

**FOURTEENTH ORDER OF BUSINESS****Consideration of Resolution 2021-07,  
Designating Date, Time and Location of  
Regular Fiscal Year 2021-2022 Meetings**

On a motion by Mr. Straw, seconded by Mr. Huff, with all in favor, the Board adopted Resolution 2021-07, Designating Date, Time and Location of Regular Fiscal Year 2021-2022 Meetings, as presented, for Bainebridge Community Development District.

**FIFTEENTH ORDER OF BUSINESS****Discussion Regarding Amenity Rentals**

On a motion by Mr. David, seconded by Mr. Huff, with all in favor, the Board amended the Rental Policies to note that the resident reserving the room or pavilion must be in attendance for the entirety of the event, for Bainebridge Community Development District.



**SIXTEENTH ORDER OF BUSINESS**

**Supervisor Requests and Audience  
Comments**

No supervisors request.

An audience member noted grass in the pond behind her home is getting worse.

**SEVENTEENTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Mr. Mabb, seconded by Mr. Straw, with all in favor, the Board adjourned the meeting at 6:47 p.m. for Bainebridge Community Development District.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

DRAFT

# **Exhibit A**

## Proposal for Extra Work at Bainebridge CDD

Property Name Bainebridge CDD  
Property Address 15855 Twin Creek Drive  
Jacksonville, FL 32218

Contact Lesley Gallagher  
To Bainebridge CDD  
Billing Address c/o Rizzetta & Company Inc 3434 Colwell  
Ave Ste 200  
Tampa, FL 33614

Project Name Pool Area  
Project Description landscape Improvements

### Scope of Work

QTY	UoM/Size	Material/Description	Total
<b>Palm Tree Planter</b>			<b>\$283.16</b>
1.00	CUBIC YARD	Add fill dirt to palm tree planter.	
2.00	EACH	Bagged designer brown mulch installed	
1.00	LUMP SUM	Mobilization and green waste disposal	
<b>Pool Fence Line to the Right of Covered Sitting Area</b>			<b>\$582.29</b>
1.00	LUMP SUM	Prep and grade area for plantings. Mobilization and green waste disposal	
4.00	EACH	Viburnum 7 gal. installed to Fill gaps in existing hedge row.	
2.00	EACH	Bagged designer brown mulch installed	
1.00	LUMP SUM	Make irrigation adjustments and modifications to ensure proper coverage.	
<b>Chlorine Run Off Zone Along Fence</b>			<b>\$2,317.66</b>
1.00	LUMP SUM	Prep and grade area by removing remaining chlorine damaged viburnum. Add a deep edge. Mobilization and green waste disposal	
4.00	CUBIC YARD	Extend existing rock bed using 4 CY 2 to 3: brown river rock stone.	
1.00	LUMP SUM	Cap un-needed heads in new rock bed	

For internal use only

SO# 7620510  
JOB# 346101085  
Service Line 130

**Total Price \$3,183.11**

### THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.  
11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

## TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

### Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

District Manager

Signature	Title
Lesley Gallager	September 14, 2021

Printed Name	Date
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BrightView Landscape Services, Inc. "BrightView"

Account Manager

Signature	Title
Jay W. Jernigan	September 14, 2021

Printed Name	Date
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Job #:	346101085	Proposed Price: \$3,183.11
SO #	7620510	

# **Exhibit B**





Bliss Products and Services, Inc  
6831 S. Sweetwater Rd.  
Lithia Springs, GA 30122  
(800) 248-2547  
(770) 920-1915 Fax

Quote # **57308**

Sales Rep: DeWitt Gibbs  
dewitt@blissproducts.com  
O: (800) 248-2547  
F: (866) 920-1915  
C: (904) 219-7760

**Bainebridge CDD**

**Date** 9/9/2021

**Project** Bainbridge CDD  
Playground Repair

**Bill To**  
Bainebridge CDD

**Ship To**  
15855 Twin Creek Dr.  
Jacksonville, FL  
Jax terminal - Bainebridge CDD  
Jacksonville, Florida 32254

**Contact**  
Tony Shriver

**Approximate Ship Date**

**Ship Via**  
ABF

**Terms**  
Net 30

Vendor	Part #	Description	Qty	Unit Price	Extended Price
INS	INSTALL	Assembly and installation.	1	\$1,500.00	\$1,500.00
SPL	922-177	Square deck with hardware.	4	\$561.00	\$2,244.00
SPL	922-135	Transfer station with hardware.	1	\$1,318.00	\$1,318.00
SPL	DISC	Discount	1	\$-360.00	\$-360.00

	<b>Sub Total</b>	\$4,702.00
	<b>Freight</b>	1,333.00
	<b>Tax</b>	0.00
<b>Taxable Subtotal</b>		
	<b>Grand Total</b>	\$6,035.00

- Due to volatility in raw material pricing, this quote is only valid for 30 days unless otherwise noted.
- Due to instability in material procurement and manufacturing, verbal or written lead times are subject to change.

Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer. Deposits may be required. Add 3% to total for charge card transactions. Manufacturing lead times will not begin without an actual shipping address, color and mount selection, approved purchase order or fully executed contract. Customer will need to coordinate with freight carrier if unloading or inside delivery is required. Damaged or missing parts must be noted on the bill of lading at the time of delivery. A finance charge of 1.5% per month will be added to all invoices past due. Return items are subject to manufacturer's policies and may result in freight and restocking fees.

Signed quote will not be accepted for orders over \$500.

**Install Conditions - Unless otherwise noted:**

- Site should be clear, level and allow continuous access for delivery, materials and equipment. A space must be provided for the staging and secure storage of equipment within a reasonable distance to the jobsite.
- Installation price based on a single mobilization and unrestricted work hours. We can accommodate special requests but they may result in additional labor costs.
- Bliss will call for public locates but the customer is responsible for locating and identifying all private utilities. We are not responsible for damage to unmarked lines.
- Installation requiring footers are based on normal soil conditions. Excessive rock, coral, asphalt, foundations, pipes or other obstructions will result in additional labor costs.

- If permitting is required, customer is responsible for providing site survey. Equipment delivery and installation times will not begin until permitting is approved. Permitting fees and engineering drawings not included.
- Bliss will smooth jobsite but full site restoration (such as sod) is not included. Bliss will take every care with trees, curbs, sidewalks, fences and other site obstructions but will not be responsible for damage caused by normal installation processes.
- Removal of trash and spoils is not included. Customer responsible for providing dumpster for debris and/or an area within reasonable distance to spread spoils.
- Bliss will not be held responsible for delays due to weather.
- Customer accepts all responsibility for requests that are not in compliance with ASTM, CPSC or local building codes.

Complete Terms and Conditions can be found at <https://blissproducts.com/terms-conditions/>



**Bliss Products and Services, Inc.**  
**Terms and Conditions Applying to the Sale of Goods and Services**

**Customer:** Bainebridge CDD

**Address:**

**Date:** 26 July 2021

**Quote Number:** 57308

**Amount:** ~~\$5,995.00~~

6305.00

**These Terms and Conditions constitute a material part of the agreement between Bliss Products and Services, Inc. ("Bliss") and Customer. Bliss objects to, and does not agree to be bound by, any documentation Customer submits to Bliss. These Terms and Conditions supersede any inconsistent terms and conditions in any documentation Customer submits to Bliss.**

**A. Definitions**

1. "Customer" means the party identified above placing the order to which these Terms and Conditions are attached.
2. "Goods" or "Services" means the items or services for which Customer has placed order with Bliss Products and Services.
3. "Supplier" refers to the manufacturer or vendor that provides to Bliss Products and Services the Goods or Services required to fulfill Customer's purchase order and complete Customer's project.

Bliss does not guarantee shipping dates and is not liable for late deliveries.

**B. Payment Terms**

1. Customer shall pay all invoices in full within 30 days of the date of Bliss's invoice unless Bliss agrees otherwise in writing. Bliss reserves the right to charge Customer interest in the amount of 1 ½ % per month on the unpaid balance of any invoice.
2. Customer may dispute in good faith the amount of any invoice by providing Bliss with a written notice describing the basis of its objection and the amount Customer is disputing. Bliss must receive this notice no later than close of business (5 p.m. Eastern time) on the 7<sup>th</sup> calendar day after Bliss or its designee or Supplier delivers and/or, if applicable, installs the Goods or Services to the location Customer specified in its purchase order. In addition, Customer must pay to Bliss all undisputed invoiced amounts in accordance with these payment terms.
3. Customer shall reimburse Bliss for the reasonable costs of any successful action to collect past due invoices or other fees or charges.

2. **DAMAGE TO GOODS IN TRANSIT.** Customer shall note any damage to Goods that occurs in transit on the freight bill presented by the delivering common carrier. Customer must make any claims for damage to Goods in transit directly to the delivering common carrier according to the carrier's policies and procedures. Bliss is not responsible and disclaims any liability for damage to Goods in transit.

3. **PROCESS TO RETURN GOODS.** The only returns of Goods Bliss will accept are either stock items or non-stock items the Supplier will accept on return. Customer may not return any Goods without first obtaining a written authorization from Bliss. Customer must return all Goods in new and unused condition within 30 days of the date of the return authorization. Bliss will not accept the return, and will refuse delivery of any Goods without a written authorization by Bliss. Customer must pay a restocking charge as determined by Bliss, which will not exceed 10 % of the invoiced prices, and Customer shall prepay all freight charges in connection with returning Goods. Bliss will issue a credit for freight charges when it makes incorrect shipments. **CUSTOMER MAY NOT CANCEL OR RETURN SPECIAL ORDERS.**

**E. Cancellation**

Due to the nature of the Goods and Services Bliss sells, Customer may not cancel any order after it is confirmed by Bliss without first requesting a written authorization from Bliss. Bliss will authorize a cancellation only on the following conditions:

1. Customer must pay all costs, charges, and expenses incurred by Bliss in connection with fulfilling the order, including any charges and fees charged by the Supplier of the Goods listed on the Customer's purchase order ("Cancellation Costs")
2. Bliss will issue an invoice to Customer itemizing the Cancellation Costs, which will be due 5 business days after Bliss is required to pay the Supplier of the cancelled Goods.

**C. Quotes and Change Orders**

Bliss reserves the right to increase a previously quoted price when the Customer requests any change in the Goods or Services described on Customer's purchase order, including changes in the number or types of Goods and a change in delivery date.

**D. Delivery/ Loss or Damage to Goods**

1. **TITLE, DELIVERY, AND RISK OF LOSS OF GOODS.** Unless otherwise specified delivery points and charges shall be the F.O.B. point specified by Customer, but title to the Goods and risk of loss or damage in transit or thereafter shall pass to Customer when Bliss delivers the Goods to a common carrier for shipment. Customer must deal directly with the common carrier regarding shipping dates and late deliveries;

**F. DISCLAIMER OF WARRANTY**

**BLISS OFFERS NO WARRANTIES, EXPRESS OR IMPLIED, OF THE GOODS IT SELLS. CUSTOMER MUST LOOK SOLELY TO THE SUPPLIER OF THE**



**GOODS FOR WARRANTIES OF THE GOODS  
CUSTOMER PURCHASES.**

**G. LIMITATION OF LIABILITY**

In no event shall Bliss be liable for

1. lost profits or indirect, consequential, incidental, special or other similar damages arising out of or in connection with the supply, installation, functioning, or use of the Goods, including accidents, regardless of the theory on which the claim is based; or
2. any claim by Customer arising out of or based upon the performance, non-performance, or delay in delivery of or defect in the Goods or Services.

**H. Customer's Indemnification of Bliss**

Customer shall indemnify and defend Bliss from any claim or loss, including reasonable attorney's fees, arising from or relating to any allegation or claim by any third party based on or arising out of one or any combination of the following: (1) Customer's installation of the Goods and any materials Customer provides in connection with the installation; (2) the use of the Goods by Customer or its invitees or guests; or (3) Customer's maintenance of the Goods.

**I. Set-off**

Customer has no right of set-off or deduction.

1. Customer must pay all costs, charges, and expenses incurred by Bliss in connection with fulfilling the order, including any charges and fees charged by the Supplier

of the Goods listed on the Customer's purchase order ("Cancellation Costs")

2. Bliss will issue an invoice to Customer itemizing the Cancellation Costs, which will be due 5 business days after Bliss is required to pay the Supplier of the cancelled Goods.

**J. Credit Approval and Accuracy of Information**

All orders are subject to current credit approval. From time to time, Bliss may review Customer's creditworthiness. Customer shall provide Bliss with all credit information Bliss reasonably requests. Customer covenants that all information it provides shall be true and correct, and that Customer shall not omit any information necessary to make such information not misleading. Bliss may refuse to accept an order or refuse shipment if at any time Customer does not meet Bliss's current credit requirements.

**K. Pricing, Payment, and Acceptance of Shipment**

Bliss may change the price of any order that Customer does not accept for delivery within 90 days of the quotation date. Bliss reserves the right to invoice Customer for and Customer shall pay an amount equal to 90% of the contract price for any Goods Customer does not accept for delivery in a reasonable amount of time after fabrication.

**L. Applicable Law**

This document and any subsequent contract referred to herein shall be governed by and construed in accordance with the laws of the State of Georgia, including the Georgia Uniform Commercial Code.

Customer has duly authorized the person signing below to enter into this agreement, making it a valid and binding commitment of Customer.

**Acknowledged and agreed:**

**Customer's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Street name & number**

\_\_\_\_\_  
**City, State, Zip code**

**By:** \_\_\_\_\_

**Printed name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## **Tab 2**

# **BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT**

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DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.BAINEBRIDGECDD.ORG

## **Operation and Maintenance Expenditures August 2021 Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2021 through August 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$24,389.45**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

August 1, 2021 Through August 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Alton Mabb Jr.	3583	AM071521	Board of Supervisors Meeting 07/15/21	\$ 200.00
Bowman Heating & Air Conditioning	3567	55765	A/C System Repair 05/21	\$ 185.00
BrightView Landscape Services, Inc.	3576	7480233	Landscape Maintenance 08/21	\$ 2,833.00
BrightView Landscape Services, Inc.	3568	7484236	Irrigation Repairs 07/21 Quarterly Fountain Maintenance	\$ 1,225.00
Charles Aquatics, Inc.	3569	42147	08/21 Monthly Aquatic Management - 20	\$ 125.00
Charles Aquatics, Inc.	3577	42174	Ponds 08/21 Board of Supervisors Meeting	\$ 665.00
Charles Straw	3585	CS071521	07/15/21	\$ 200.00
Dunn & Associates, Inc.	3579	21-442	Engineering Services 08/21 Monthly Pool, Janitorial &	\$ 522.66
First Coast Contract Maintenance Service LLC	3580	5967	Maintenance 08/21	\$ 4,033.94
First Coast Contract Maintenance Service LLC	3580	5978	Reimbursable Expenses 07/21 Quarterly Preventative Maintenance	\$ 728.13
Fitness Pro	3565	25371	07/21	\$ 150.00
Fitness Pro	3570	25505	Gym Equipment Repairs 07/21	\$ 55.00

# BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

August 1, 2021 Through August 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Fitness Pro	3581	25641	Gym Equipment Repairs 07/21 & 08/21	\$ 328.00
Florida Department of Revenue	3575	65-8016515152-1 Sales and Use Tax 07/21	Sales And Use Tax - 07/21	\$ 18.30
Hopping Green & Sams Attys.	3566	123713	General Legal Services 05/21	\$ 1,752.50
Kamal Nisal dba Cornerstone	3578	2	Pool Paver Install Final Payment 08/21	\$ 2,390.00
Solution Home and Business	3574	2942	Website ADA Compliance 08/21	\$ 250.00
NewAgeTutors LLC DBA	3573	72521	Rental Deposit Refund - Nicole Benitez Trinidad 07/21	\$ 50.00
VGlobaITech	3571	INV0000060268	District Management Services 08/21	\$ 4,622.17
Rizzetta & Company, Inc.	3572	INV0000007753	Website Hosting Services 08/21	\$ 100.00
Rizzetta Technology Services, LLC	3584	SH071521	Board of Supervisors Meeting 07/15/21	\$ 200.00
Samuel Lincoln Helms III	3586	6167808	Trustee Fees 06/01/2021-05/31/2022	\$ 3,555.75
U.S. Bank	3582	WH071521	Board of Supervisors Meeting 07/15/21	\$ 200.00
William R. Huff II				
<b>Report Total</b>				<b><u>\$ 24,389.45</u></b>

# **BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT**

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DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.BAINEBRIDGECDD.ORG

## **Operation and Maintenance Expenditures September 2021 Presented For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2021 through September 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$28,478.31**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

September 1, 2021 Through September 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
BrightView Landscape Services, Inc.	3593	7525155	Landscape Maintenance 09/21	\$ 2,833.00
Charles Aquatics, Inc.	3594	43255	Monthly Aquatic Management - 20 Ponds 09/21	\$ 665.00
Egis Insurance Advisors LLC	3596	13964	General Liability/Prop/POL Insurance FY 21/22	\$ 17,464.00
Financial News & Daily Record	3588	21-05876D	Legal Advertising 09/21	\$ 89.75
First Coast Contract Maintenance Service LLC	3589	6057	Reimbursable Expenses 08/21	\$ 1,941.32
Florida Department of Revenue	3595	65-8016515152-1 Sales and Use Tax 08/21	Sales And Use Tax - 08/21	\$ 13.07
NewAgeTutors LLC DBA VGlobalTech	3592	3021	Website ADA Compliance 09/21	\$ 250.00
NewAgeTutors LLC DBA VGlobalTech	3592	3031	Audits Quarterly ADA & WCAG 09/21	\$ 400.00
Rizzetta & Company, Inc.	3590	INV0000061068	District Management Services 09/21	\$ 4,622.17
Rizzetta Technology Services, LLC	3591	INV0000007845	Website Hosting Services 09/21	\$ 100.00
Tavares Clover	3587	82121	Rental Deposit Refund - Tavares Clover 08/21	\$ <u>100.00</u>
<b>Report Total</b>				<b><u>\$ 28,478.31</u></b>



# STAFF REPORTS

# District Counsel

# District Engineer

# Amenity Report

## **Tab 3**



# **Bainebridge Community Development District**

Field Report Nov 2021

First Coast CMS LLC

11/06/2021

## ***Swimming Pool***

At this time, we have two issues to report.

We are still trying to source a replacement pump for one of the recirculations pumps. The parts are still backordered through Pentair until March 2021.

## ***Common Area and Events***

The gates to the dumpster enclosure was repaired.

At this time, we are dealing with a gutter/drainage issue behind the storage room. We have a proposal from Cornerstone to repair.

Lighting to the front entrance was damaged by the construction of the monument. Pro Lighting Jax was able to come out and repair.

We will be installing Holiday lights at the entrance before Thanksgiving

We have received a quote from Bob's Backflow to install protective cages over the backflow devices. It is our recommendation that the Board proceed with this repair. The cost of the cages would offset the cost of the water if it is hit again.

# Field Inspection



## **Tab 4**

# BAINEBRIDGE

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## FIELD INSPECTION REPORT



October 5, 2021  
Rizzetta & Company  
Jason Liggett- Field Services Manager



Rizzetta & Company  
Professionals in Community Management



## General Updates, Recent & Upcoming Maintenance Events

❖ Biweekly mowing starts in the month of November.

The following are action items for Brightview to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation. **Black, bold and underlined text** represents updates or questions for the BOS.

1. On the inbound and outbound sides of Bainebridge drive treat the turf weeds in the Saint Augustine with a selective herbicide.
2. Treat the ant mounds in the inbound bed space on Bainebridge drive at the main entrance.
3. During my inspection, the soft edging around the clubhouse needs to improve. Especially around the tennis court beds.



4. Improve the bed weed control throughout the bedspace in the pool area.
5. Lift the oak trees throughout the property to the spec height of 10 feet and 15 ft over roadways. To be completed in the month of November.(Pic 5)



6. Remove the crape myrtles suckers at the Lift Station on Bainebridge Drive.(Pic 6)



# Landscape Report

## **Tab 5**



11530 Davis Creek Court - Jacksonville, Florida 32256  
(904) 292-0716 / Fax: (904) 292-1014

## **MEMORANDUM**

DATE: November 11, 2021, 2021

TO: Bainebridge

ATTN: Board of Directors

FROM: Chris Ernst

RE: Landscape Report

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### **Grounds Maintenance**

Bi-weekly grounds maintenance

Bi-weekly bed weed control.

Apply herbicide to pavers and sidewalk cracks.

The guys are keeping the bushes trimmed at both the amenity center and the entrance.

Will be starting to cut back ornamental grasses at the entrance and amenity center

Will be cutting back the herbaceous plant material

### **Irrigation**

Monthly inspection repairs approved and repaired.

## **Agronomics**

The turf will be treated in November. It will be an insecticide and fungicide. They will also be doing a blanket coverage for weed control.

## **Enhancements**

No new news to report

## **Arbor Care**

No new news to report.

# District Manager



## **Tab 6**

**CONSENT TO ASSIGNMENT OF THE CONTRACT FOR  
TECHNOLOGY SERVICES BY  
AND BETWEEN BAINEBRIDGE COMMUNITY DISTRICT AND RIZZETTA  
TECHNOLOGY SERVICES, LLC TO  
RIZZETTA & COMPANY**

**THIS ASSIGNMENT AND AMENDMENT (“Assignment”)** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between, Rizzetta Technology Services, LLC, whose mailing address is 3434 Colwell Ave., Suite 200, Tampa, FL, 33614 (“**Assignor**”); and Rizzetta & Company, a Florida Corporation, whose mailing address is 3434 Colwell Ave, Suite 200, Tampa FL 33614 (“**Assignee**”); and Bainebridge Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Duval County, Florida, whose address is 3434 Colwell Ave., Suite 200, Tampa, FL, 33614 (the “**District**”).

**RECITALS**

**WHEREAS**, Assignor and the District previously entered into that certain *Technology Services contract*, dated July 18, 2019, respectively, (the “**Agreement**”); and

**WHEREAS**, on January 1, 2022, Assignee will consolidate multiple legal entities with common and exclusive ownership under the single organization (Assignee) and Assignor is one such entity resulting in Assignor being assimilated into Assignee, and such assignment requires written approval from the District to be effective; and

**WHEREAS**, Assignor and the District hereby recognize and agree that the Assignor’s rights and obligations under the Agreement could be assigned to a third party pursuant to Section XIV of the Agreement; and

**WHEREAS**, Assignor desires to assign all of its rights and obligations under the Agreement, as amended by this instrument, to Assignee, Assignee desires to accept such assignment, and the District desires to express that it agrees with and has no objection to such assignment; and

**NOW THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District, Assignee, and Assignor agree as follows:

- 1. INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Assignment.
- 2. DISTRICT CONSENT TO ASSIGNMENT OF THE AGREEMENT.** The District consents to Assignor’s assignment of the Agreement to Assignee.



Rizzetta & Company

**3. ASSIGNEE'S ACCEPTANCE OF LIABILITY.** Assignee agrees to assume any and all debts, obligations and liabilities of Assignor present and future, arising out of or related to the Agreement.

**4. NOTICES.** Upon this Assignment, notices pursuant to the Agreement shall be in writing and shall be delivered to the Assignee as follows:

**A. If to the District:** Bainebridge CDD  
3434 Colwell Ave, Suite 200  
Tampa, Florida 33614  
Attn: District Manager

**With a copy to:** Kutak Rock, LLP  
P.O. Box 10230  
Tallahassee, FL 32302  
Attn: District Counsel

**B. If to Assignee:** Rizzetta & Company, Inc.  
3434 Colwell Ave, Suite 200  
Tampa, Florida 33614  
Attn: CDD Legal

**5. COUNTERPARTS.** This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]




Rizzetta & Company

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date set forth above.


**Bainebridge Community Development District**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: Chairman or Vice Chairman

**Assignor: Rizzetta Technology Services, LLC**

By:   
Print Name: William J. Rizzetta  
Its: President

**Assignee: Rizzetta & Company, Inc.**

By:   
Print Name: William J. Rizzetta  
Its: President



Rizzetta & Company



## Rizzetta Consolidation

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Historically the services provided by Rizzetta have been provided by three legal entities: Rizzetta & Company, Rizzetta Amenity Services (RASI) and Rizzetta Technology Services (RTS). Each entity authored and administered its own contracts as well as individually maintained staff. In an effort to unify our service offerings and capitalize on the efficiencies gained with size, all three entities will consolidate under “Rizzetta & Company” (Rizzetta) effective January 1<sup>st</sup>, 2022. Below are answers to a few frequently asked questions regarding this change:

***Q: Why is this change being made?***

A: In our continued effort to streamline internal processes, reduce unnecessary paperwork, unify services provided to our communities, and promote overall better services for our clients, “RASI” and “RTS” will officially be integrated into Rizzetta & Company as of January 1<sup>st</sup>, 2022.

***Q: What will “RASI” be known as after this date?***

A: “RASI” will be “Rizzetta & Company” with its management chain residing in the Community Services Division.

***Q: How will this change affect our communities?***

A: There will be no changes to the services provided. Some communities may receive bills with both “RASI” and Rizzetta & Company as we make this transition. However, this impact will be minimal and temporary.

***Q: How will our communities notice the change?***

A: Communities receiving invoices from RASI, RTS and Rizzetta & Company will see fewer invoices. Historical RASI invoices for on-site staff will continue to be received at the same intervals (every other week) but will come from “Rizzetta & Company”. Communities that have been receiving invoices from RTS will see that invoice being included in the “Rizzetta & Company” invoiced received monthly.

***Q: How will current team members of “RASI” be impacted by this change?***

A: There will be no impact to employees of “RASI”. Payroll processing, labor, and leadership will remain the same through this process. Their checks will originate from Rizzetta & Company.



## **Tab 7**



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6869 Phillips Parkway Drive S Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

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## Service Report

**Date:** October 29, 2021

**Aquatic Tech:** Jim Charles  
Bill Fuller

**Client:** Bainebridge CDD

**Contact:** Lesley Gallagher

**Waterways:** Twenty ponds.

**Comments:** 64° F Winds 15-20mph

**Pond 1:** Pond was in good condition. Minor grasses. Fountain was off at time of visit.



**Pond 2:** Pond was in overall good condition. Had a good kill on the algae.





**Pond 3:** Pond was in good condition. No new invasive species noted.



**Pond 4:** Pond is in good condition. No invasive species noted.



**Pond 5:** Pond was in overall good condition. Minor vegetation.





**Pond 6:** Pond was in good condition. No invasive species noted.



**Pond 7:** Pond was in good condition. No invasive species noted.



**Pond 8:** Pond was in overall good condition. No invasive species noted...just some film.



**Pond 9:** Pond was in good condition. No invasive species noted.



**Pond 10:** Pond was in overall good condition. Treated for watergrass.



**Pond 11:** Pond was in good condition. No invasive species noted.





**Pond 12:** We now have no access to this pond due to new fence being installed.



**Pond 14:** Pond was in good condition. Had a good kill on the water grass and naiad.



Before



After

**Pond 15:** Pond was in good condition. No invasive species noted.



**Pond 16:** Pond was in overall good condition. Had a good kill on the algae.



**Pond 17:** Pond was in good condition. Had a good kill on the emerging naiad and perimeter vegetation.



**Pond 18:** Pond was in good condition. No invasive species noted.



**Pond 19:** Pond was in good condition. Had a good kill on the algae and naiad.



Before



After

**Pond 20:** Pond was in overall good condition. Minor perimeter vegetation.



# **BUSINESS ITEMS**

## Tab 8



4640 Subchaser Ct, Ste 113  
Jacksonville, FL 32244

**Phone #** 904-268-8009 **Fax #** 904-292-4403

FL Plumbing License  
RF0053877  
Fire License  
20271900012010

# Proposal

Date	Proposal #
9/10/2021	18123

www.bobsbackflow.com

[illegible]

Signature if Accepted



## **Tab 9**



# Dunn & Associates, Inc.

CIVIL ENGINEERS / LAND PLANNERS

8647 Baypine Road, Suite 200 Jacksonville, Florida 32256

Phone: (904) 363-8916 Fax: (904) 363-8917

November 5, 2021

Lesley Gallagher, District Manager  
Bainebridge Community Development District  
c/o Rizzetta & Company, Inc.  
2806 N. 5th St., Unit 403  
St. Augustine, FL 3208

Re: Engineering Proposal for  
**Bainebridge CDD**  
**Annual Report**  
Job Number 1311-370

Dear Ms. Gallagher:

Dunn & Associates, Inc. is pleased to offer this proposal for engineering services related to preparation of the Annual Report for the Bainebridge Community Development District. Being familiar with the project, we offer the following scope of work and related fees.

1. We will visit the project to inspect the District improvements, stormwater system and the roads. We will prepare a report noting items that need repair.
2. We will respond to any questions regarding the report.

Hourly, Upset Limit:

\$3,000.00 \*

## Hourly Rates

Principal	\$200.00
Senior Engineer (P.E.)	\$170.00
Engineer (P.E.)	\$130.00
Engineer (E.I.) and Senior Designer	\$110.00
Senior CADD Technician	\$95.00
CADD Technician	\$80.00
Senior Construction Inspector	\$110.00
Construction Inspector	\$90.00
Administrative Support	\$55.00

NOTE: \* Our fee for the above tasks will be billed at our standard hourly rates. In the event that unknown/unforeseen issues come up or are requested during our work, these amounts may be exceeded, however we will not exceed these amounts without your prior written approval.

Payment is due within 30 days of invoice. Late payments will be subject to a monthly 1.5% surcharge. Payment is for completed work and is not contingent on approvals. We can begin on this project immediately and have the necessary manpower to complete work very quickly. If this proposal meets your approval, please return a signed copy for our files. Should you have any questions please call us.

Sincerely,

DUNN & ASSOCIATES, INC.



David M. Taylor, P.E.  
Vice President

\_\_\_\_\_  
Accepted By

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

DMT/rto

## **Tab 10**



1739 Cassat Avenue • Jacksonville, FL 32210 • Phone: 904-330-8200

Bainebridge CDD  
904-362-0618

15855 Twin Creek Dr  
Jacksonville, FL 32218

**Print-date:**

**8-17-2021**

We are so excited that you have selected Cornerstone to bid for your project!

**My name is Kristin and I am your Client Relations Manager, from this point on please contact me directly if you have any questions at all.**

**Feel free to call or text me at (904) 323-7806 or email me at [sales@cornerstonehb.com](mailto:sales@cornerstonehb.com)**

Below you will find your proposal as well as our Terms and Conditions/Contract.

If you are happy with our proposal and you would like to move forward with your project you can simply approve this proposal and sign it electronically.

**CHANGES** - If any changes need to be made to your proposal such as approving or declining "additional options" or if you are planning to move forward with our proposal you can let us know and submit changes at the bottom of this form in the "Reason for Action" box. We will make the necessary adjustments. After we have adjusted your proposal we will resubmit it to you for your approval.

**APPROVE** - If you are happy with our proposal you can simply select "Approve" below the contract and you will be prompted to sign electronically. This will act as your signed contract and a copy will be made available for your records. After you have approved your proposal our team will send you login instructions to your Owner Portal. The Owner Portal will be your own communication hub within our software where you will have access to photos, documents, scheduling information and other communication. You will also receive your invoices and be able to make payments online within your Portal. Please note that you are able to pay online with your bank account (ACH) and Credit/Debit Card, however we have to charge **2.95% for Credit/Debit payments. Paying by bank account has no fees.**

**DECLINE** - If you decided to not move forward with our company please select "Decline" and please feel free to leave us a comment about your decision in the "Reason for Action" box. If you have decided to go with another company or simply aren't ready to move forward let us know. Either way we appreciate you inviting us to bid on your project and wish you the best!

If you have any questions about the proposal or the process please don't hesitate to reach out to us!

We look forward to hearing from you!

Best Regards,  
Kristin Plum

**\*\*Unless otherwise noted in specific descriptions, the pavers included quoted in the proposal can be found on our website;**

<https://cornerstonesolutionllc.com/my-estimate>

You can also see the pavers in person at our showroom if you prefer.

Oldcastle Coastal APG Masonry

11657 Phillips Hwy, Jacksonville

Monday - Friday 7am - 4pm

## Price Breakdown

### Materials & Labor

Group Price: \$2,260.00

Title	Description	Price
Paver Installation	Repair Paver Installation; Approximately 170 SF Pool Surround, New Drain Installation Approximately 12'	\$2,260.00
	DESCRIPTION OF WORK:	
	Unless otherwise noted all materials necessary are included in the proposed price.	
	New Installation; Existing ground cover/concrete will be excavated and removed. Aggregate/Paver Base/Crushed Rock will be installed and compacted according to the manufacturer's recommended specifications. Interlocking Pavers will be installed with multipurpose sand and compacted. The borders of the paver installation will be reinforced with a concrete barrier. Excavated material and scrap/trash will be removed disposed of by Cornerstone Solution. Polymeric Sand and Sealing are NOT included by default. If requested Polymeric Sand and/or Sealant will be noted.	
	Ask About Sealant Prices	
		<b>Total Price: \$2,260.00</b>

### Contract Agreement

#### Terms and Conditions

#### 1. CODE REQUIREMENTS

1. If pre-existing conditions are deemed unacceptable by the city inspector (e.g. sub-base, sidewalks) and are not quoted above, the property owner is responsible for any additional costs incurred to comply with city code requirements.

#### 2. EXCAVATION LIABILITIES

1. When excavation is necessary to complete a paver project it is the responsibility of the property owner to make Cornerstone Solution Sales Manager and/or Project Manager aware of any known dangers or liabilities (e.g. septic tank, drain field, electric, plumbing, cable etc.)
2. Ultimately Cornerstone Solution is not responsible for damages that may occur to structures underground and not visible before or during excavation.

#### 3. SPRINKLERS/IRRIGATION

1. When sprinklers/irrigation exist under the immediate area to be paved Cornerstone Solution will cap or reroute existing sprinkler/irrigation at no additional charge.
2. When sprinklers/irrigation are rerouted, it is a complimentary service and while Cornerstone Solution will aim to direct the sprinkler heads as needed/desired, Cornerstone Solution is ultimately not responsible for adjusting the sprinkler head and are not required to "tweak" the direction of the irrigation to the owner's satisfaction.

#### 4. SCHEDULING/DELAYS

1. Paver materials are ordered promptly after the contract agreement is signed and deposit is collected. Cornerstone Solution has no control over the manufacturer or supplier or the time that is required to fill each

order. Orders can take anywhere between 3 weeks and 8 weeks from the time the order is placed to be available to Cornerstone Solution. Cornerstone Solution will strive to notify the client as soon as a tentative ready date is available, but is not responsible for delays due to the manufacturer or supplier.

2. After Cornerstone Solution has confirmed material ready date, tentative dates are scheduled for material delivery, excavation and installation. These dates are subject to change.
3. Due to the nature of this industry and climate, weather delays should be anticipated. Property owners should anticipate that weather delays will effect current and future projects as a delay in one project will effect the timeline of all scheduled future projects. Cornerstone Solution will notify clients of any delays as soon as scheduling conflicts have been resolved. Ultimately Cornerstone Solution is not responsible for projects being delayed or extended due to weather.
4. It is the responsibility of the property owner to notify Cornerstone Solution if there are any delivery placement requirements at or before the time of contract signing. Cornerstone Solution does not guarantee exact delivery times and can only direct the delivery driver of specific placement request if the request are made in advance.
5. While construction delays are avoided whenever possible, property owners should understand and anticipate that these delays occur and often without notice. Construction delays often effect start and completion dates of proceeding projects. Cornerstone Solution will strive to notify property owners of unexpected delays whenever possible. Cornerstone Solution is not responsible for consequences caused by unavoidable construction delays.

## **5. POOL PROJECTS**

1. When a pool is present or part of any installation or repair project Cornerstone Solution will attempt to avoid any unnecessary debris (including sand) from entering the pool. However, property owners should be aware and anticipate that it is not always avoidable and ultimately it is the responsibility of the property owner, not Cornerstone Solution to clean/remove debris from the pool.

## **6. CHANGE ORDERS**

1. All change orders should be documented and agreed upon by both parties. Change orders may be accepted via email or through the provided Owner Portal. Any and all changes to original project outline are subjected to additional cost, this may include, but is not limited to additional material costs, labor costs, delivery fees etc.
2. Change orders include, but are not limited to any change in design, layout or similar.
3. Changes to ordered materials for any reason other than damages to materials are the responsibility of the owner and not Cornerstone Solution.

## **7. PAVER MATCHING**

1. Paver matching is in no way guaranteed. Property owners should be aware and anticipate that in the event of extending existing paver structures, the pavers will absolutely not be a perfect match. Property owners should understand that there are constant variances in the colors due to the manufacturing process.
2. Property owners should understand and anticipate that in the case of using a blend of or any mixture of 1" and 2" pavers that there is no guarantee they will match perfectly as the different paver dimensions are manufactured at different times and each batch has unique color signature.

## **8. EXCESS MATERIAL**

1. Excess materials are the property of Cornerstone Solution, not of the property owner. Property owners are not charged for excess material. When excess materials are on site and the property owner wishes to expand the project beyond what has been outlined, the property owner is subject to additional fees including material and labor and a change order should be completed. Cornerstone Solution reserves the right to deny change order requests. The property owner should not assume that because there may be "extra" pavers on hand, that they are entitled to or able to expand their project beyond the agreed project parameters.

## **9. YARD SIGNS**

1. Barring HOA/Deed restrictions, the property owner agrees to allow Cornerstone Solution to place a yard sign on the property during the length of the project and up to one week after work is complete.

## **10. INSTALLATION WARRANTY**

1. Cornerstone Solution guarantees service warranty for 2 years. This warranty covers issues created by, or caused due to insufficient installation procedures. This warranty is separate from the material warranty. Each vendor has different warranties and guarantees.
2. Cornerstone Solution is in no way obligated to repair, replace or adjust pavers or any other installation or material due to shift or damage caused by, but not limited to fire damage, flooding (natural or otherwise), hurricanes or other natural disasters.
3. Not all paver installations are intended to be load-bearing or are designed to secure the weight of a vehicle. Property owners should not assume that all paver installations can be driven on. Due to different aggregate and compression requirements, property owners should only allow vehicles to drive over or park on driveway installations. Damages to all other paver installations due to being driven on are not the responsibility of Cornerstone Solution and such damages are not covered under installation warranty.
4. Cornerstone Solution recommends that driveways are not driven on for approximately 48 hours from the time the concrete border is installed. If a driveway is driven on before the recommended time and the concrete barrier is cracked, broken or shifted it is not the responsibility of Cornerstone Solution and the property owner may be required to pay a fee for repair.

**11. PAYMENT**

1. Barring previously approved financing options, payments are divided into two installments; 50% Deposit to be collected before materials are ordered or job is accepted and scheduled. The remaining 50% and any additional fees, to include, but not limited to change orders, permit fees, etc. are due upon project completion. A three day grace period will be given. Any payments made after 3 days are subject to late fees. Failure to pay the remaining balance may result in collections and/or legal action and the client/property owner will be responsible for any and all fees associated with collections and/or legal action.

**12. PAYMENT PROCESSING**

1. Cornerstone Solution accepts Visa, Mastercard and Discover Credit and Debit Cards. Credit and Debit card payments may be made on line via the password protected login Owner Portal assigned to you, over the phone (904) 330-8200, as well as in person with your Cornerstone Solution Representative.
2. Cash payments are accepted in person on the project site with you Cornerstone Solution Representative.
3. Checks and Money Orders may be sent to 1739 Cassat Avenue, Jacksonville, FL 32210.
4. ACH, referred to as Electronic or E-Checks are accepted on line via the password protected login Owner Portal assigned to you, over the phone (904) 330-8200 or in person with your Cornerstone Solution Representative.

**13. OWNER PORTAL**

1. After the contract agreement is approved, an Owner Portal will be provided to each client. This portal will serve as a communication hub for each project. All documents will be available including proposal, contract agreement, surveys, permits etc. Scheduling will made available through the Owner Portal and clients are encouraged to check the Portal for notifications and schedules before contacting the office. The Owner Portal will connect the office, sales team, project management and crews with the owner. Invoices are submitted within the Owner Portal and secure payments are accepted in the Owner Portal.

**14. HOA/ARB**

1. Any and all documents and/or participation required by HOA's (Home Owners Associations) and/or ARB's (Architectural Review Boards) must be made known to Cornerstone Solution with enough notice to comply before the desired meeting/deadline. Should an approval be needed, a survey of the site must be provided to Cornerstone Solution by the property owner in order to comply with requirements.

**15. PERMITS**

1. Property owners have the right to apply to their local offices when permits are required. Each local government has varied permit requirements and laws.
2. Cornerstone Solution will facilitate the permit application process when necessary unless the property owner advises otherwise.
3. Permit fees imposed by local government offices will be applied and invoiced to the final payment. Cornerstone Solution will not charge additional fees.

**16. SERVICE AGREEMENT**

1. Cornerstone Solution strives to provide superior goods and services. Cornerstone Solution agrees to complete all work laid out in the proposal with professionalism and integrity. Cornerstone Solution aims for 100% client satisfaction and encourages their clients, partners and purveyors to communicate opportunities for improvement.

**Signature**

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**Print Name:**

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**Date:**

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**AUDIENCE COMMENTS  
AND SUPERVISOR  
REQUESTS**

# ADJOURNMENT