

**Agenda**  
**Bayshore Gardens Park & Recreation District**  
**Board of Trustees Meeting**  
**Wednesday; January 25, 2023 @ 7:00 P.M.**

1. Roll Call
2. Call to Order
3. Pledge to Flag
4. Approval of Minutes: 12/20/22 BOT Meeting / 1/3/23 BOT Organization Meeting & 1/11/23 BOT Work Session
5. Treasurer's Report
6. Trustee Committee Reports
7. District Office Manager's Report
8. Old Business
  - Agenda Motion - Melanie - Budget Hearing Agenda - 1002BA
  - Agenda Motion - Melanie - Bidding/Procurement Check List – 1008PCL
  - Agenda Motion - Morris - Marina Shed
  - Agenda Motion - Kyle - Basketball Court & Old Shuffleboard Court
9. New Business
10. Resident comments agenda item 3 minutes
11. Announcements for Clubs & Organizations
12. Adjournment

Pursuant to Section 286.26, Florida Statutes, and the Americans with Disabilities Act, any handicapped person desiring to attend this meeting should contact the District Manager at least 48 hours in advance of meeting to ensure that adequate accommodations are provided for access to the meeting.

Pursuant to Section 286.0105, Florida Statutes, should any person wish to appeal a decision of the Board with respect to any matter considered at this meeting, he or she will need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is based.

Bayshore Gardens Treasurer's monthly report

<b>Fiscal Year - 2022 - 2023</b>	<b>Month - 12/30/2022</b>
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<b>INCOME</b>	<b>Year to date</b>	<b>Budget</b>
ASSESSMENTS	\$396,308.91	\$531,424.00
RENTAL INCOME	\$226,908.26	\$142,250.00
OTHER INCOME	\$1,022.91	\$0.00
<b>TOTAL INCOME</b>	<b>\$624,240.08</b>	<b>\$673,674.00</b>

RESERVES FORWARD	\$91,660.86	\$91,660.86
BALANCE FORWARD	\$200,000.00	\$200,000.00
<b>TOTAL</b>	<b>\$915,900.94</b>	<b>\$965,334.86</b>

<b>EXPENSES</b>		
Wages/5100	\$41,037.57	\$289,600.00
Marina expense/5200	\$4,508.57	\$8,200.00
Security/5300	\$233.30	\$5,000.00
Utilities/5400	\$7,634.36	\$38,320.00
Bldg & Grounds /5500	\$7,301.16	\$101,930.00
Other Administration/5600	\$8,835.92	\$52,350.00
Insurance /5630	\$12,410.75	\$55,000.00
Publication/5700	\$1,383.49	\$7,000.00
Recreation/5800	\$0.00	\$5,000.00
<b>TOTAL OPERATING</b>	<b>\$83,345.12</b>	<b>\$562,400.00</b>

<b>CAPITAL OUTLAY</b>		
Hall 5922	\$0.00	\$15,000.00
Basketball Court 5907	\$0.00	\$64,502.00
Marina Bathroom 5903	\$0.00	\$5,000.00
ADA Bathroom 5917	\$0.00	\$26,772.00
<b>TOTAL OUTLAY</b>	<b>\$0.00</b>	<b>\$111,274.00</b>

<b>TOTAL EXPENSES</b>	<b>\$83,345.12</b>	<b>\$673,674.00</b>
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<b>RESERVES</b>		
Marina	\$59,942.88	\$59,942.88
Pool/ Shower / ADA	\$150,000.00	\$150,000.00
Pool Repair	\$7,110.59	\$7,110.59
Screen Room	\$40,000.00	\$40,000.00
Roofing	\$4,607.39	\$4,607.39
Security System	\$10,000.00	\$10,000.00
Pickleball Court	\$10,000.00	\$10,000.00
Fitness Trail	\$10,000.00	\$10,000.00
<b>RESERVES TOTAL</b>	<b>\$291,660.86</b>	<b>\$291,660.86</b>

<b>TOTAL INCOME &amp; RESERVES</b>	<b>\$915,900.94</b>	<b>\$965,334.86</b>
<b>LESS TOTAL EXPENSE</b>	<b>-\$83,345.12</b>	<b>-\$673,674.00</b>
<b>BALANCE FORWARD</b>	<b>\$832,555.82</b>	<b>\$291,660.86</b>

<b>ESCROW ACCOUNT</b>	<b>\$36,000.00</b>
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# Bayshore Gardens Park & Recreation District Profit & Loss Budget Performance

December 2022

Ordinary Income/Expense	Dec 22	Oct - Dec 22	Annual Budget
<b>Income</b>			
4000 · Assessments			
4005 · Property Tax	394,087.99	405,856.59	531,424.00
4006 · Commission fees	-11,822.64	-12,175.70	0.00
4007 · Excess fees (Excess commission fees)	0.00	2,628.02	
<b>Total 4000 · Assessments</b>	<b>382,265.35</b>	<b>396,308.91</b>	<b>531,424.00</b>
4100 · Rent			
4111 · Screen Room Rental	50.00	100.00	800.00
4120 · Hall Rentals	1,440.00	8,587.04	17,000.00
4150 · Marina Rentals			
4151 · Slip Rental			
4152 · Resident slip rentals	0.00	57,662.72	38,500.00
4153 · Non Resident slip rentals	0.00	134,014.50	71,500.00
4158 · Homeowner-Non Resident	0.00	0.00	0.00
<b>Total 4151 · Slip Rental</b>	<b>0.00</b>	<b>191,677.22</b>	<b>110,000.00</b>
4154 · Small Boat Area	480.00	2,304.00	1,000.00
4156 · Trailer Space Rental	0.00	6,300.00	3,000.00
4157 · Gate Keys	270.00	5,580.00	6,000.00
4162 · NR Boat Ramp	0.00	11,600.00	4,400.00
4825 · Work Area/Pressure Washer	480.00	760.00	
<b>Total 4150 · Marina Rentals</b>	<b>1,210.00</b>	<b>218,221.22</b>	<b>124,400.00</b>
<b>Total 4100 · Rent</b>	<b>2,700.00</b>	<b>226,908.26</b>	<b>142,200.00</b>
4300 · Pool			
4360 · Pool FOB	20.00	160.00	0.00
<b>Total 4300 · Pool</b>	<b>20.00</b>	<b>160.00</b>	<b>0.00</b>
4500 · Publications			
4520 · Banner - Subscriptions	30.00	40.00	40.00
<b>Total 4500 · Publications</b>	<b>30.00</b>	<b>40.00</b>	<b>40.00</b>
4600 · Interest Income (Interest Income)	92.11	755.78	0.00
4800 · Miscellaneous Income			
4802 · Office Services	7.00	67.70	50.00

Bayshore Gardens Park & Recreation District  
Profit & Loss Budget Performance  
December 2022

	Dec 22	Oct - Dec 22	Annual Budget
4815 · Insurance Refunds	0.00	0.00	
4830 · Over/Short	0.00	1.00	
4800 · Miscellaneous Income - Other	0.00	-1.57	0.00
<b>Total 4800 · Miscellaneous Income</b>	<b>7.00</b>	<b>67.13</b>	<b>50.00</b>
Total Income	385,114.46	624,240.08	673,674.00
Gross Profit	385,114.46	624,240.08	673,674.00
Expense			
5000 · Administration Expenses			
5100 · Wages, Taxes and Fees			
5120 · Wages - Administration	5,722.50	12,611.00	55,000.00
5130 · Wages - Maintenance	8,255.06	19,686.14	130,000.00
5132 · Wages - Dockmaster	646.16	2,046.16	9,000.00
5133 · Marina Project Manager	0.00	0.00	
5135 · Wages - Pool	0.00	0.00	54,000.00
5170 · Health Insurance Compensation	300.00	750.00	7,000.00
5210 · FICA-941 Taxes	1,141.66	2,684.63	20,000.00
5215 · Unemployment Taxes	5.55	34.64	600.00
5610 · Accounting Fees	750.00	3,225.00	13,500.00
6080 · Travel Mileage	0.00	0.00	500.00
<b>Total 5100 · Wages, Taxes and Fees</b>	<b>16,820.93</b>	<b>41,037.57</b>	<b>289,600.00</b>
Total 5000 · Administration Expenses	16,820.93	41,037.57	289,600.00
5200 · Marina Expense			
5250 · Property Tax	0.00	3,486.43	6,200.00
5575 · Marina Repair/Maintenance	100.00	1,022.14	2,000.00
<b>Total 5200 · Marina Expense</b>	<b>100.00</b>	<b>4,508.57</b>	<b>8,200.00</b>
5300 · Security			
5311 · Security Camera R&M	0.00	233.30	5,000.00
5300 · Security - Other	0.00	0.00	
<b>Total 5300 · Security</b>	<b>0.00</b>	<b>233.30</b>	<b>5,000.00</b>
5400 · Utilities			
5410 · Electric	2,026.53	2,881.28	16,500.00
5420 · Water/Sewer	1,330.19	3,908.98	17,200.00

# Bayshore Gardens Park & Recreation District Profit & Loss Budget Performance

December 2022

	Dec 22	Oct - Dec 22	Annual Budget
5430 · Telephone	0.00	113.42	3,000.00
5440 · Gas/Propane	0.00	0.00	120.00
5460 · Internet	243.56	730.68	1,500.00
<b>Total 5400 · Utilities</b>	<b>3,600.28</b>	<b>7,634.36</b>	<b>38,320.00</b>
5500 · Building and Grounds			
5511 · Professional/Contract Services	377.70	755.40	8,800.00
5512 · Repairs, Maintenance & Supplies	228.78	3,469.94	8,100.00
5514 · Building Maintenance	0.00	0.00	15,000.00
5515 · Janitorial and Cleaning	806.18	1,282.21	3,000.00
5516 · Gasoline (Grounds machinery fuel)	0.00	190.63	800.00
5520 · Maintenance Equipment	975.00	975.00	3,000.00
5530 · Pest Control	105.00	293.00	1,000.00
5560 · Landscaping	188.98	188.98	23,000.00
5580 · Pool Maintenance	0.00	0.00	5,000.00
5585 · Pool Repair/Replacement	0.00	0.00	5,000.00
5590 · Pool Chemicals	0.00	0.00	25,000.00
5591 · EPA/Water	0.00	146.00	1,230.00
5683 · Certification Reimbursement	0.00	0.00	500.00
6500 · Playground Expense	0.00	0.00	2,500.00
<b>Total 5500 · Building and Grounds</b>	<b>2,681.64</b>	<b>7,301.16</b>	<b>101,930.00</b>
5600 · Other Administration Expense			
5519 · Leased Equipment	243.61	539.29	2,200.00
5650 · Postage	0.00	0.00	750.00
5660 · Legal Fees	555.00	1,005.00	10,000.00
5665 · Seminars, Training and Fees	0.00	175.00	1,000.00
5670 · Office Supplies/Expenses	523.59	1,414.91	9,000.00
5680 · Audit Fees	0.00	0.00	14,000.00
5682 · Organizational Fees and License	0.00	0.00	1,500.00
5686 · Website Maintenance	100.00	300.00	1,200.00
5690 · Advertising	0.00	0.00	700.00
6020 · Bank Fees	685.66	5,401.72	12,000.00
6040 · Trustee Election	0.00	0.00	0.00

# Bayshore Gardens Park & Recreation District Profit & Loss Budget Performance

December 2022

	Dec 22	Oct - Dec 22	Annual Budget
<b>Total 5600 - Other Administration Expense</b>	2,107.86	8,835.92	52,350.00
5630 - Insurance-Business			
5631 - Insurance - Liability	0.00	2,648.25	10,000.00
5632 - Insurance - Workers Compensatio	0.00	3,023.25	14,000.00
5633 - Insurance - Auto Liability	0.00	65.50	250.00
5634 - Insurance -Property	0.00	6,673.75	30,750.00
5635 - Insurance -Marina	0.00	0.00	0.00
<b>Total 5630 - Insurance-Business</b>	0.00	12,410.75	55,000.00
5700 - Publications Expense			
5711 - Banner composition	0.00	1,150.00	4,500.00
5720 - Banner - Printing Costs	31.28	98.49	
5740 - Banner - Paper Delivery	45.00	135.00	
5750 - Banner - Office Supplies	0.00	0.00	2,500.00
<b>Total 5700 - Publications Expense</b>	76.28	1,383.49	7,000.00
5800 - District Recreation			
5830 - Expenses -	0.00	0.00	5,000.00
<b>Total 5800 - District Recreation</b>	0.00	0.00	5,000.00
5900 - Capital Layout			
5903 - Sheds to Replace Porta Potty	0.00	0.00	5,000.00
5907 - Basketball Court	0.00	0.00	64,502.00
5909 - Screen Room Repair	0.00	0.00	0.00
5911 - Pool Repairs	0.00	0.00	0.00
5917 - Pool ADA Bathrooms	0.00	0.00	26,772.00
5921 - Capital Layout Exercise Path	0.00	0.00	0.00
5922 - Hall Floors	0.00	0.00	15,000.00
5940 - Security Cameras	0.00	0.00	0.00
<b>Total 5900 - Capital Layout</b>	0.00	0.00	111,274.00
<b>6900 - Uncategorized Expenses</b>	0.00	0.00	0.00
<b>Total Expense</b>	25,386.99	83,345.12	673,674.00
<b>Net Ordinary Income</b>	359,727.47	540,894.96	0.00

# Bayshore Gardens Park & Recreation District Balance Sheet

As of December 31, 2022

Dec 31, 22

**ASSETS**

**Current Assets**

**Checking/Savings**

1000 · Checking-Operating 5/3 2537	323,446.74
1004 · Petty Cash - District	350.00
1005 · Escrow Account 5/3 - 3919	36,000.00
1006 · Checking-Payroll 5/3 2545	27,534.56
1016 · Savings - Operating 5/3 4032	575,380.30
1019 · Savings Reserves 5/3 5013	
1021 · Reserve Fund-Roofing	14,607.39
1022 · Reserve Fund-Hall Upgrade	2,626.33
1022.5 · Building Maintenance	15,000.00
1023 · Reserve Fund-Pool	262,992.13
1024 · Reserve Fund - Wood Shop Exp	800.00
1025 · Reserve Fund - ADA	25,000.00
1027.5 · Basketball Court	20,000.00
1032 · Reserve Fund - Marina	144,754.69
1033 · Reserve Fund-Outdoor Recreation	5,000.00
1036 · Reserve Fund - Security System	10,000.00
1019 · Savings Reserves 5/3 5013 - Other	-357,720.66

Total 1019 · Savings Reserves 5/3 5013	<u>143,059.88</u>
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Total Checking/Savings	1,105,771.48
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**Accounts Receivable**

1100 · Accounts Receivable	66,593.57
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Total Accounts Receivable	<u>66,593.57</u>
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**Other Current Assets**

11500 · Water Boy Bottle Deposit	35.00
11600 · A/R Lupson (gate repair)	150.00
1499 · *Undeposited Funds	2,489.40

Total Other Current Assets	<u>2,674.40</u>
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Total Current Assets	1,175,039.45
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**Fixed Assets**

1900 · Land	400,000.00
1910 · Buildings	1,307,197.93
1920 · Recreation Area	1,768,907.19
1940 · Recreation Area F & E	97,308.64
1960 · Machines & Equipment	94,144.21
1980 · Office Furniture and Equipment	36,158.54
1990 · Other Furniture and Equipment	53,448.88
1995 · Accumulated Depreciation	-1,195,385.52
1999 · 2019-2020 FY Reserve Expenses	112,264.59

Total Fixed Assets	<u>2,674,044.46</u>
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**Other Assets**

1800 · Utility Deposits	280.00
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Total Other Assets	<u>280.00</u>
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## Bayshore Gardens Park & Recreation District Balance Sheet

As of December 31, 2022

	<u>Dec 31, 22</u>
<b>TOTAL ASSETS</b>	<b><u>3,849,363.91</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2000 · Accounts Payable	19,222.89
<b>Total Accounts Payable</b>	<u>19,222.89</u>
<b>Credit Cards</b>	
2055 · Fifth Third CC	-4,562.00
<b>Total Credit Cards</b>	<u>-4,562.00</u>
<b>Other Current Liabilities</b>	
2010 · Accrued Wages	6,180.17
2100 · Payroll Liabilities	
2215 · SUTA Payable	-0.70
2220 · FUTA Payable	-4.20
2300 · Garnishment of Wages	194.20
2100 · Payroll Liabilities - Other	-2,453.67
<b>Total 2100 · Payroll Liabilities</b>	<u>-2,264.37</u>
2171 · Sales Tax Payable	3,911.01
2500 · Security Deposits	
2501 · Hall Security Deposits	-2,440.00
2502 · Marina Security Deposits	37,250.00
2503 · Screen Room Deposit (Screen Room Deposit)	-860.00
<b>Total 2500 · Security Deposits</b>	<u>33,950.00</u>
2600 · Deferred Revenues	46,682.59
2700 · Prepaid Income	665.65
2800 · Deposit on Boat Slips	750.00
<b>Total Other Current Liabilities</b>	<u>89,875.05</u>
<b>Total Current Liabilities</b>	<u>104,535.94</u>
<b>Total Liabilities</b>	104,535.94
<b>Equity</b>	
3040 · Owners' Equity	182,295.76
3050 · Retained Earnings (Retained Earnings)	1,893,427.39
3200 · Fund Balance	-86,517.97
3300 · Investment in GFAAG	1,214,661.51
<b>Net Income</b>	<u>540,961.28</u>
<b>Total Equity</b>	<u>3,744,827.97</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>3,849,363.91</u></b>



BAYSHORE GARDENS PARK AND RECREATION DISTRICT  
AGENDA FORM FOR TRUSTEES

1002F

Completed form due in the office by 4:00 p.m. eight (8) days prior to meeting date.

This form can be utilized to bring a motion and/or discussion topic to the board.

Motion Defined: A motion is a request, or proposal, for the board to take action on an issue.

Agenda Item: <sup>1002 BA</sup> Budget Hearing Agenda Meeting Date: 1/25/2023

Type of Meeting: Trustee Workshop \_\_\_\_\_ Board Meeting

Motion:  Discussion: \_\_\_\_\_ (check one)

Rationale for Request: Vote to Approve 1002 BA  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated Costs to District (if applicable)

N/A  
\_\_\_\_\_  
\_\_\_\_\_

Attachments/Supporting documents: None: Policy Procedure  
Budget Meeting Agenda  
\_\_\_\_\_  
\_\_\_\_\_

Board Trustee: Melanie Woodruff Date: 1/18/2023

Print Name: Melanie Woodruff

Received by: [Signature] Date: 1/18/23

BAYSHORE GARDENS PARK AND RECREATION DISTRICT  
BUDGET HEARING AGENDA  
1002 BA

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BUDGET HEARING DATE \_\_\_\_\_  
AGENDA

1. Roll call, establish quorum
2. Call to order
3. Pledge to the flag
4. Reading of the Resolution to establish assessment for next fiscal year  
\_\_\_\_\_ to \_\_\_\_\_.
5. Read the following rule:  
**“The ballot box shall be available and those present may cast their ballot at will. They do not need to remain for the balance of the meeting, however, if an additional vote is taken and the resident owners are no longer present, they have surrendered their right to vote in that additional balloting. “**  
*Advise all voters to get a copy of all of the rules for the hearing from the registration desk.*
6. Resident’s comments and questions, limited to budget. (3 minutes each, one time at the podium).
7. Motion to call for the vote. \*\*\*
8. Announcing the results and reading Trustee ballots aloud.
9. Motion to adjourn.

**\*\*\*Should motion fail at step 7, return to step 4 and proceed until a positive result is achieved.**

Approved \_\_\_\_\_

BAYSHORE GARDENS PARK AND RECREATION DISTRICT  
AGENDA FORM FOR TRUSTEES

1002F

Completed form due in the office by 4:00 p.m. eight (8) days prior to meeting date.

This form can be utilized to bring a motion and/or discussion topic to the board.

Motion Defined: A motion is a request, or proposal, for the board to take action on an issue.

Agenda Item: 1008 PCL Check List  
Bidding Procurement Meeting Date: 1/25/2023

Type of Meeting: Trustee Workshop \_\_\_\_\_ Board Meeting

Motion:  Discussion: \_\_\_\_\_ (check one)

Rationale for Request: Vote to Approve 1008 PCL

Estimated Costs to District (if applicable)

N/A

Attachments/Supporting documents: None: Policy + Procedure  
for RFP

Board Trustee: Melanie Woodruff Date: 1/18/2023

Print Name: Melanie A. Woodruff

Received by: [Signature] Date: 1/18/23

BAYSHORE GARDENS PARK AND RECREATION DISTRICT  
BIDDING/PROCUREMENT CHECK LIST

1008PCL

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Bayshore Gardens Charter, page 5, (7 G), "A record shall be kept of all meetings of the board of trustees and, in such meeting, a concurrence of the majority of trustees shall be necessary for any affirmative action taken by the board. "

All contracts for construction, maintenance, goods, supplies, or materials exceeding the amount provided in Section 287.017, Florida Statutes, for Category one (\$20,000.00), as such category may be amended from time to time, shall be contracted under the terms of these rules. Contracts for construction, maintenance, goods, supplies, and/or materials do not include printing, insurance, advertising, or legal service. (Bayshore Gardens Procurement policy 1008 P)

112.113, Fla. Sta., "Provides standards of conduct for public officers, employees of agencies and local government attorneys. It prohibits certain activities including the solicitation of, and acceptance of gifts, doing business with one's agency, unauthorized compensation, misuse of public position and conflicting contractual relationships."

Applicable State Laws: 189.016, 255.20, 255.20 (4), 287.057, 287.017, 287.055, 255.101, 287.133, 287.055, 218.70-218.80,

**READ BAYSHORE GARDENS RFP REFERENCE BOOK**

Steps taken to adhere to State Law and Board of Trustee Policy in Contracts for work over \$20,000.00

When the Board of Trustees determines that a contract will be needed for the repair or construction of a project, the Board shall:

The District Office shall create a folder for the project. The folder shall contain the originals of all documents pertaining to this project. This folder is a public record and must be in the District Office at all times. A copy of all minute's pertaining to the project shall be placed in this file.

1. Determine if the proposed project is an emergency pursuant to Florida State Law 255.025(5) and Board policy 1008P definitions.
2. Establish that funds are available for the project.
3. Determine the steps to be taken to start the RFP process or send to a committee for study and recommendations. **ESTABLISH THE SCOPE OF WORK. ALL FACT-FINDING MUST BE DOCUMENTED.**
4. Obtain an independent third-party recommendation for the Scope of Work for any project that will exceed \$20,000.00. Invite all interested parties to participate in a Public Board of Trustee Meeting.
5. Approve the Scope of Work for the project that is to be contained in the RFP.
6. The RFP provided by the District's attorney; Scott Rudacille shall be used as a guideline to create the RFP. ( Riverwood Community Development District Invitation to Bid. Installation of Water Main Line ITB #2020)
7. Prepare or cause to be prepared an RFP and approve same RFP before it is placed in the newspaper legal notices per FS 255.0525 (2) and the Board policy, 1008P. Ensure that the RFP contains the time, day, and date of the meeting to open the sealed bids as well as all legal language of the Rudacille RFP.

8. Post the statutory newspaper notice for the project RFP, with the time, day, and date for contractors to respond in all appropriate publications in the State. The Board in an emergency may approve less than the 30 days required in the Procurement policy but may not be less than the 21 days' notice unless an emergency was declared in step 1, as required by State Law, and would require strictly adhering to the Board Policy/State Law and requirements in step 1 for definition of emergency and cannot be less than 14 business days.
9. Require any project that would exceed \$50,000.00 be required a minimum of the 21 days to receive bids unless a statutory state of emergency has been established by the Board of Trustees in step 1 above and cannot be less than 14 business days.
10. Ensure that all bids are received sealed and logged into the office with date, time, and date received. The bids must remain sealed until opened in a public meeting.
11. Hold a public meeting that has been noticed by law to open the bids after the statutory 7-day notice has been published in the Newspaper. The information shall be placed on the website as soon as date and time available but no less than the 7 days.
12. Open bids in a public meeting and Dollar amount of the bids be read with the name of the bidder and recorded in the minutes of the meeting. The bids in their entirety are not public record until one is selected.
13. Send a notice by US mail to all bidders. This letter is signed by the Chairman as well as the acceptance of the bid to the contractor awarded the contract. All bids are now public
14. Not authorize any committee to negotiate or accept any contracts/bids, only the Board at a publicly noticed meeting may enter into negotiations and awards.
15. Not accept any changes to the bid/s once the bid has been approved unless a change order has been approved for additional work. The amount bid for the work approved in the RFP may not be altered.
16. Ensure that no part of the bid has been altered once distributed unless the District restarts the process at step 7.
17. Not enter into any contract without the review and approval of the District's attorney.

Approved: \_\_\_\_\_  
Revised: \_\_\_\_\_  
Effective: \_\_\_\_\_

BAYSHORE GARDENS PARK AND RECREATION DISTRICT  
AGENDA FORM FOR TRUSTEES

1002F

Completed form due in the office by 4:00 p.m. eight (8) days prior to meeting date.

This form can be utilized to bring a motion and/or discussion topic to the board.

Motion Defined: A motion is a request, or proposal, for the board to take action on an issue.

Agenda Item: Marina Shed Meeting Date: 1-25-23

Type of Meeting: \_\_\_\_\_ Workshop \_\_\_\_\_ Board Meeting

Motion:  Discussion: \_\_\_\_\_ (check one)

Rationale for Request: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated Costs to District (if applicable)

Hardie Panel - \$3200  
Resin - \$900 - \$1000

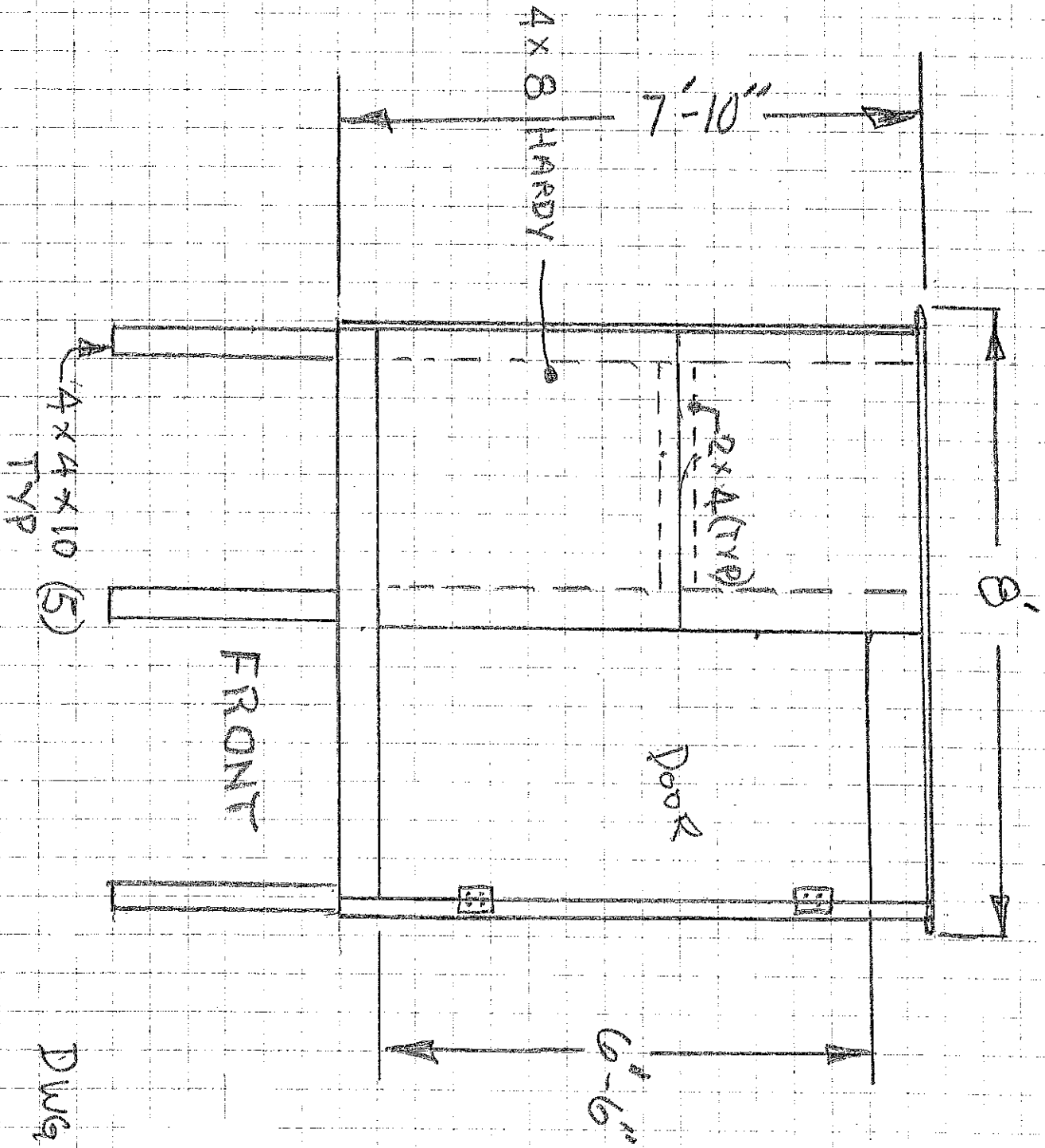
Attachments/Supporting documents: None: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board Trustee: Morris Raymer Date: 1-17-23

Print Name: MORRIS RAYMER

Received by: [Signature] Date: 1-17-23

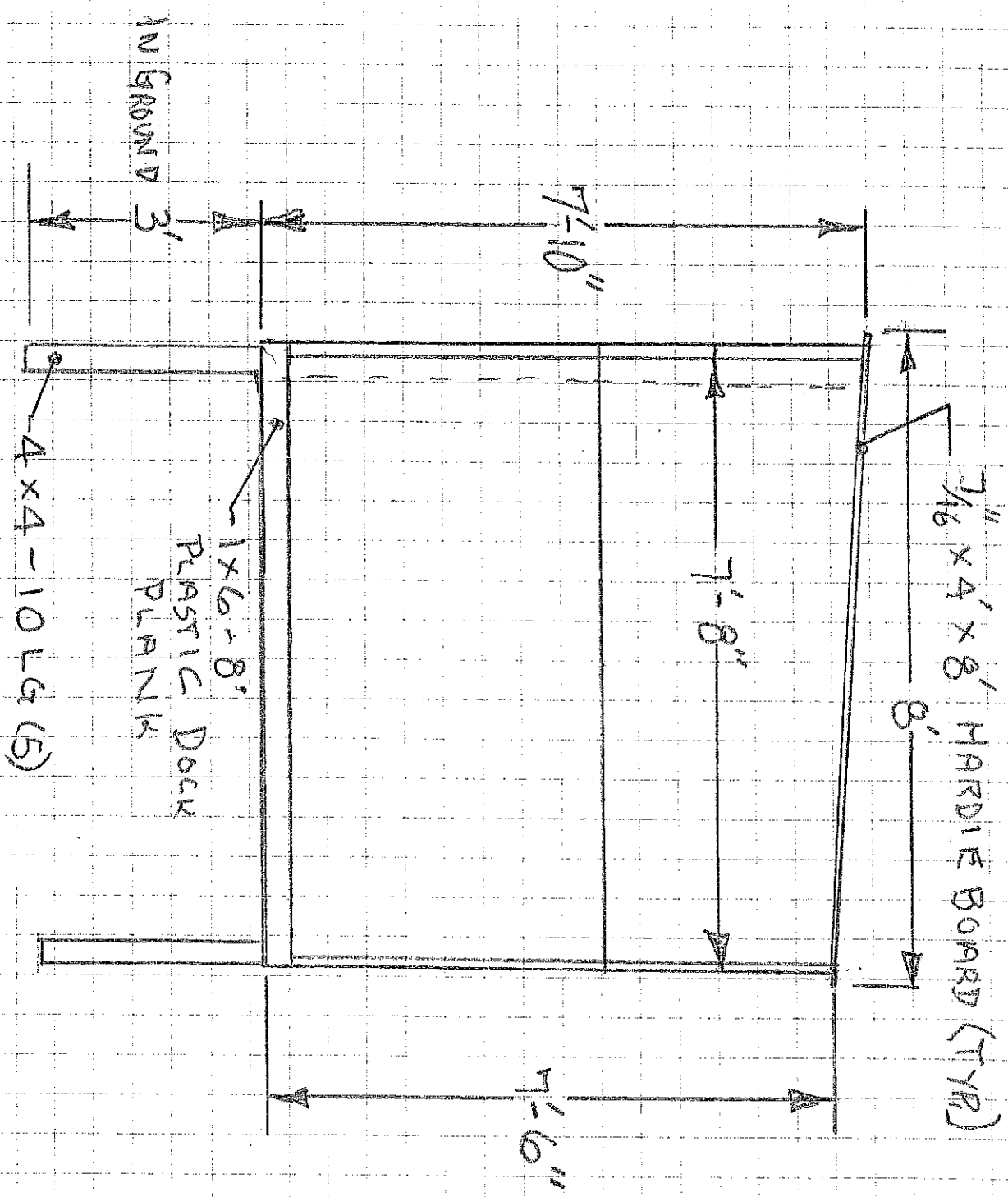




DWG. RAYMER

SHAFER OPEN

# BAYSIDE GARDENS STORAGE SHED



SIDE VIEW

DWG. BY RAYMER  
SHEET 1 OF 2



Suncast

Vista 7 ft. x 7 ft. Resin Storage Shed

★★★★☆ (1928) Questions & Answers (508)



\$899<sup>00</sup>

- IllumiVent system increases air circulation and reduces humidity
- Large door windows and 4 skylights provide natural light
- Reinforced metal roof and resin floor to withstand heavier loads
- See More Details

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Pickup Nearby

Limited stock at E Bradenton

Delivery

Wednesday, Feb 8  
24 available

[Delivery Details](#)

Order within 10 mins to get it by Wed, February 8 to 34207

- 1 + [Add to Cart](#)

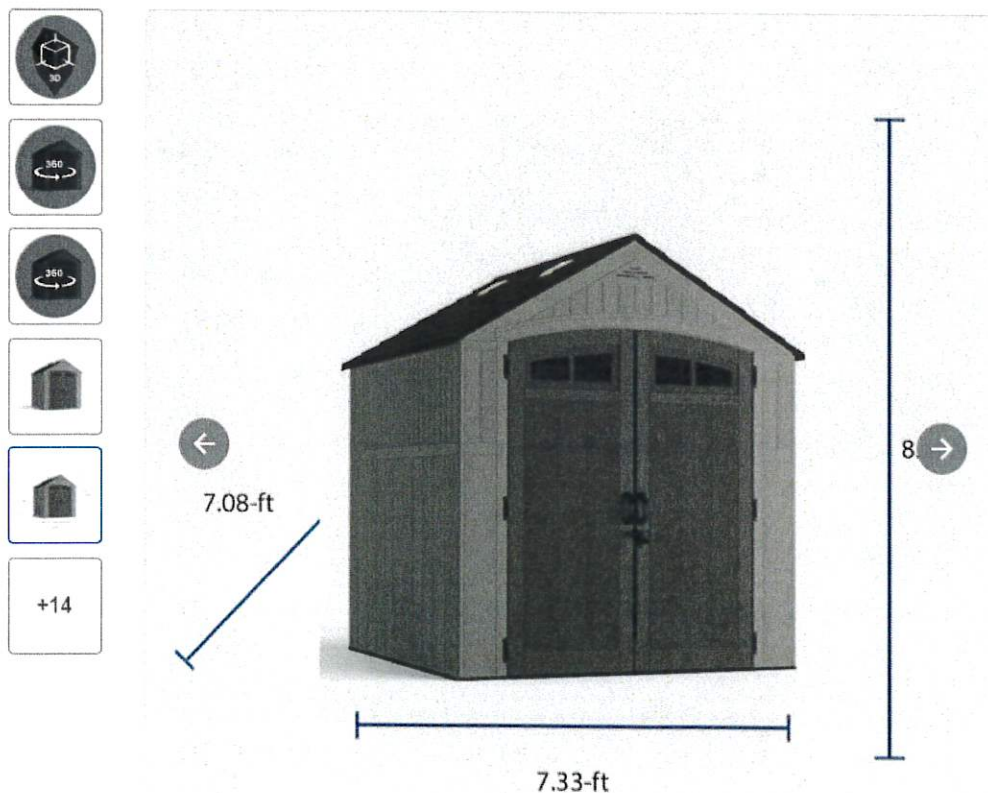
[Add to List](#) [Add to Quote](#)

LOWES

CRAFTSMAN 7-ft x 7-ft Craftsman Resin Storage Shed Gable Resin Storage Shed (Floor Included)

Item #1142408 Model #CMXRSSC7750

Shop CRAFTSMAN ★★★★★ (1186)



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~~\$1,099.00~~  
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**Ends Feb 8**

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- Exclusive electrical cord port allows con appliances
- Lower foot latch ensures doors stay clo

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-- 1 +



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Save to

BAYSHORE GARDENS PARK AND RECREATION DISTRICT  
AGENDA FORM FOR TRUSTEES

1002F

Completed form due in the office by 4:00 p.m. eight (8) days prior to meeting date.

This form can be utilized to bring a motion and/or discussion topic to the board.

Motion Defined: A motion is a request, or proposal, for the board to take action on an issue.

Agenda Item: Basketball Court RFP Meeting Date: 1-25-23

Type of Meeting: \_\_\_\_\_ Workshop \_\_\_\_\_ Board Meeting

Motion:  Discussion: \_\_\_\_\_ (check one)

Rationale for Request: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated Costs to District (if applicable)  
\_\_\_\_\_  
\_\_\_\_\_

Attachments/Supporting documents: None: \_\_\_\_\_  
116 page RFP  
\_\_\_\_\_  
\_\_\_\_\_

Board Trustee: [Signature] Date: \_\_\_\_\_

Print Name: Kyle Weatherly

Received by: [Signature] Date: 1-17-23



District Office <office@bayshoregardens.org>

---

## Basketball Court Project ITB

---

Brian Murphy <duxmurphy@yahoo.com>

Thu, Jan 19, 2023 at 12:04 PM

Reply-To: Brian Murphy <duxmurphy@yahoo.com>

To: Bayshore Gardens Park & Recreation District <office@bayshoregardens.org>

Hi Gia,

Attached is the completed ITD for the basketball court Project.

### Anticipated Timeline:

Jan 25 Trustee Meeting - Approve ITB

Jan 30 Post ITB to the public (with any approved modifications resulting from Jan 25th Trustee Meeting)

Mar 10 Bid Deadline (39 days after ITB posting)

Mar 15 Trustee Workshop - Open sealed Bids.

Please let me know if there are any questions.

Thanks,  
Brian

Thank you,  
*Brian Murphy*  
603-848-0071



ITB Basketball Court Project Bayshore Gardens.pdf

327K



**Bayshore Gardens Park and Recreation District**  
*"Jewel of the Gulf Coast"*

**BAYSHORE GARDENS PARK AND RECREATION DISTRICT**  
**INVITATION TO BID - ITB**

The Board of Trustees of Bayshore Gardens Park and Recreation District hereby invites the submission of Bids for:

**Replacement of existing Basketball Court and the former  
Shuffleboard Court located at  
6919 26<sup>th</sup> St W Bradenton FL 34207**

**Bid Correspondent**

Sealed Bids will be received by mail, no later than March 10<sup>th</sup>, 2023 to the correspondent listed below:

Bayshore Gardens Park and Recreation District  
6919 26<sup>th</sup> St W  
Bradenton FL 34207  
Attn: Gia Cruz - ITB Basketball Court

Bids will remain unopened until the Board of Trustees workshop- public meeting on March 15<sup>th</sup> 2023 at which time they will be opened and read aloud.

**NOTICE TO ALL BIDDERS**

In order to be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of the bids or proposals:

1. Hold the required applicable state professional license, liability insurance and be in good standing.
2. Hold all required applicable federal licenses in good standing.
3. Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes if the bidder is a corporation.

The Board of Trustees of the Bayshore Gardens Park and Recreation District reserves the right to reject any and all Bids.



## INSTRUCTIONS TO BIDDERS

### I. Background

Bayshore Gardens Park & Recreation District: Replace existing basketball court *and* the former shuffleboard court area.

### II. Definitions

- A. "Addendum" means written documents issued by the Board prior to the date and time in Article III.D which modify these Instructions to Bidders by additions, deletions, clarifications, or corrections.
- B. "Board" means the Board of Trustees of Bayshore Gardens Park and Recreation District.
- C. "Contract" means the document that the Contractor executes with the Board.
- D. "Contractor" means the Bidder who is selected by the Board to complete the project described in these Bid Documents and who executes the Contract.
- E. "Invitation to Bid" or ITB means the published notice of the Request for Bids.
- F. "Bid" means a submission by a Bidder to complete the project that conforms to the Bid Documents.
- G. "Bid Documents" means the Invitation to Submit Bids and these Instructions to Bidders, all exhibits attached hereto, and any Addendum.
- H. "Bid Price" means the price, as shown on Exhibit A, at which the Bidder offers to perform the work described in the Bid Documents. I.  
"Bidder" means the person or entity who submits a Bid.
- J. "Services" or "Project" means the services or project described in these Bid Documents, and more particularly described in Exhibit D.

Unless otherwise defined, these definitions shall apply to the Bid Documents and the Contract to be executed upon selection of a Contractor.

### III. Bid Instructions

- a. Bids shall be received from Bidders for the furnishing of all labor and materials to replace basketball court at Bayshore Gardens as more particularly described in Article V and Exhibit D.
- b. When the Bid is executed and submitted by Bidder, the Bidder acknowledges it has full knowledge of and agrees with the general specifications, conditions and requirements of the Bid Documents.
- c. Bids will be mailed to the District Office as instructed in the Bid Correspondent section on the cover page of this document.
- d. Bids received later than March 10<sup>th</sup> 2023 will not be considered. Amendments to Bids received later than that date and time will not be considered.
- e. The Bidder shall submit one copy of the Bid. All Bids shall become property of the Board and will not be returned.
- f. The Contractor must comply with applicable laws, rules, regulations, and policies of federal, state, and local governments. It is the responsibility of the Contractor to obtain all permits necessary to commence work.
- g. The Board reserves the right to waive technical defects in Bids, to reject any and all Bids, consider cost, service and experience in the field generally, as well as the financial responsibility and specific qualifications set out herein of the Bidder, in considering Bids and awarding the Contract. The Board also reserves the right to discuss the scope of services with one or more Bidders and to make such modifications as the Board deems to be in its best interest.
- h. Each Bidder is responsible for making sure it gets the all information it needs to make a responsible Bid that allows it to execute the Contract if it is awarded the Contract. Information requests should be made in writing to Gia Cruz, office manager no later than March 3<sup>rd</sup> 2023 at 2:00PM. Other than the contact person named above, it is the Board's requirement that Bidders not communicate directly or indirectly with any other person concerning the Bid Documents or with respect to requests for additional information.
- i. Bids must be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date.
- j. The Board reserves the right to negotiate with any or all Bidders or to cancel or withdraw in part, or in its entirety, the Bid Documents, if it is in the best interest of the Board to do so. The Board specifically reserves the right to add or delete from the scope of services in the final Contract from the scope of services described in these Bid

Documents. The Board may require the selected Bidder to participate in negotiations concerning the nature and scope of the Project. The results of such negotiations shall be incorporated into the Contract between the Board and the Contractor.

- k. The Board reserves the right to request any additional information pertaining to the ability, qualifications, and experience of a Bidder as it deems necessary after Bids have been opened and reserves the right to interview one or more Bidders.

#### IV. Bid Requirements

- a. The Bid shall be submitted with all of the information described in this Article IV.
- b. Each Bid shall include all of the following:
  - 1. Each Bidder must fill out the "Bid Form" in the form of Exhibit A. Bid Prices must be submitted on this Bid Form. All blank spaces for Bid prices must be completed in ink or be typewritten; **Bid prices must be stated in both words and figures**. The person signing the Bid Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as "SAME" *shall not* be used in the Bid Form. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.
  - 2. Bidders shall submit a minimum of three references. All Bidders must read and fill out the reference check form attached as Exhibit B ("Reference Check"). The Bidder, by submitting a Bid, hereby authorizes the Board or its authorized agent to contact such references listed on the Reference Check without obtaining any other consent from the Bidder. Such Reference Check is incorporated into and made a part of this Bid.
  - 3. Each Bidder must submit the Statement on Non-Collusion and Other Practices, in the form attached as Exhibit C, attached hereto, and made a part hereof. This statement must be notarized.

4. Each Bidder shall provide its firm's capabilities, resources, and service quality.
5. Each Bidder shall provide the location of the office(s) that would service the Board.
6. Each Bidder shall list all immediate relatives of Principal(s) (as defined above) of Bidder who are Board members or employees of the Board. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation.
7. Each Bidder shall provide to the Board information on the team that they are bidding to perform the Contract. The Bidder shall name a main contact and such person shall report directly to the Board. The Board shall have the opportunity, prior to the execution of the Contract or prior to the assignment of such person to the Board, to interview such person. The successful Bidder shall, prior to the execution of the Contract, provide the name of other contact persons required in the Contract who will manage the Project for the Board, including regular and emergency phone numbers to contact the Contractor.
8. Each Bidder shall provide rates for additional services, if any, beyond the scope of these Bid Documents.
9. Each Bidder should disclose whether any parts of the Project will be subcontracted and, if so, a description of how the Bidder selects the subcontractors and what are the obligations of Bidder and subcontractor. Please include list of subcontractors that will be used for this project.
10. Each Bidder shall provide any additional information it believes to be important in assisting the Board in evaluating its firm and its capabilities.
11. Any exceptions or deviations from these conditions or specifications must be listed on a separate sheet attached to the Bidder's detailed conditions and specifications and referred to separately in the Bids.



## V. Scope of Work

- a. The services requested in these Bid Documents cover all personnel, labor, equipment, and materials required to complete the tasks set forth and described in Exhibit D, and shall also incorporate any other labor, materials, supplies, overhead, taxes and profit of the Bidder, and the Bid Price shall be "all-inclusive." The Board shall be responsible for no other charges other than the prices set forth on Exhibit A.
- b. The Board and the successful Bidder shall negotiate a contract or contracts for the Project, which contract, or contracts shall include the provisions in these Bid Documents and such additional provisions that the Board deems necessary. The parties shall negotiate a final Contract within a reasonable time period after the selection of a Bidder.  
If the parties cannot agree on a Contract within five (5) days after the Board has selected a Bidder, the Board may enter discussions with another Bidder. Each Bidder shall be thoroughly familiar with all the terms, conditions, and provisions of the Bid Documents.

Information from Bids may be incorporated into the final Contract, as determined by the Board.

These Bid Documents are not a contract offer, and no contract will exist unless and until a written Contract is signed by the Board and the successful Bidder.

## VI. Confidentiality

Other than information disclosed at the opening meeting, all Bids submitted to the Board will be kept in confidence and shall be used solely for the purpose of evaluating the Bid for a possible award. Bidders should take care not to provide any confidential information, trade secrets or other intellectual property, that they do not want Board staff to receive.

All supporting documentation and manuals submitted with this Bid will become the property of the Board. All Bids and associated documents are public record.

## VII. Limitations; Withdrawal of Request for Bids

These Bid Documents do not commit the Board to award any agreement for Services or the Project, or to be responsible or liable in any manner for any risks, costs or expenses

incurred by any Bidder in the preparation of a Bid in response to the Bid Documents or any revision of such a Bid.

#### VIII. Bidder's Costs

Each Bidder acknowledges that all costs incurred by it in connection with the preparation and submission of a Bid, or any negotiation which results therefrom, shall be borne exclusively by the Bidder. Neither the Board, nor its staff, consultants or advisors shall be liable for any claims or damages resulting from the solicitation or preparation of the Bids, nor will there be any reimbursement to Bidder for the cost of preparing and submitting a Bid or for participating in this procurement process.

**CERTIFICATION:**

The Bidder has read and understood the Bid Documents, INCLUDING ALL EXHIBITS, which are Exhibit A through Exhibit D, all attached hereto and made a part hereof, and the following addendum: \_\_\_\_\_

\_\_\_\_\_ (if any. If none, state "None"), and the Bid conforms to the terms and conditions of the Bid Documents.

I hereby certify, as an officer of \_\_\_\_\_, that, as the Bidder under these Bid Documents, all the information and material supplied to the Board as required by these Bid Documents are complete and true. I, as an officer of \_\_\_\_\_, understand that all of the terms and conditions of these Bid Documents shall be included in the Contract executed with the Board, if awarded the Contract. I, as an officer of \_\_\_\_\_, further understand that any information that is found to be incomplete or false, or if any attempt to mislead the Board is discovered, either during the evaluation or subsequent to any award may result in the disqualification of the Bid or the immediate termination of the Contract.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

**Bidder Information**

Company: \_\_\_\_\_

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

City/Town \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**EXHIBIT A**

**BID FORM**

The undersigned, having become thoroughly familiar with the project as described in the Bid Documents dated \_\_\_\_\_, hereby proposes and agrees to complete the project anticipated by the scope of work within the time stated and in strict accordance with the Bid Documents, including furnishing any and all labor and materials, and to do all that is necessary and required to complete the project in accordance with the Bid Documents for the following sum of money:

**Labor:**

**Materials:**

**Overhead & Profit:**

**Total Project Cost:**

Bidder's Name

\_\_\_\_\_

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

**EXHIBIT B**

**REFERENCE CHECK**

Please provide three (3) references:

1. \_\_\_\_\_ Name  
\_\_\_\_\_  
Contact Person  
\_\_\_\_\_  
Telephone  
Number  
\_\_\_\_\_  
Period  
of Contract  
\_\_\_\_\_  
Type  
of Services Provided to Reference

2. \_\_\_\_\_ Name  
\_\_\_\_\_  
Contact Person  
\_\_\_\_\_  
Telephone  
Number  
\_\_\_\_\_  
Period  
of Contract  
\_\_\_\_\_  
Type  
of Services Provided to Reference

3. \_\_\_\_\_ Name  
\_\_\_\_\_  
Contact Person  
\_\_\_\_\_  
Telephone  
Number  
\_\_\_\_\_  
Period  
of Contract  
\_\_\_\_\_  
Type of Services Provided to Reference

## **EXHIBIT C**

### **STATEMENT ON NON-COLLUSION AND OTHER PRACTICES**

The undersigned hereby declares that:

1. This Bid is made without any connection with any other person or entity making any Bid for the same services, that it has been prepared and submitted in good faith, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by the Board is directly or indirectly interested in the Bid or in the services to which it relates, or in any portion of the profits therefrom.

2. Bidder hereby declares that the only persons participating in the Bid as Principals are named in its Bid and that no person other than those mentioned in its Bid has any participation in the Bid or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the Board.

3. The Bidder's Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

4. Bidder has not directly or indirectly induced or solicited any other prospective Bidders to submit a false or sham Bid.

5. Bidder has not solicited or induced any individual or entity to refrain from submitting a Bid.

6. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this paragraph:

- A. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of the procurement process, except as otherwise disclosed to the Board in writing;
- C. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the procurement process to the detriment of the Board, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive the Board of the benefits of free and open competition. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Board, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

D. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the Contract.

Bidder's Name:

---

Signature:

---

Date:

---

## EXHIBIT D

### SCOPE OF WORK Bayshore Gardens Park and Recreation District Basketball Court Project (and former shuffleboard area), the "Project"

#### General Project Specifications and Requirements:

**Basketball Court Area:** \* Approximately 75' x 80'

**Former Shuffleboard Area:** \* Approximately 55' x 70'

It is implied that all references to the "Basketball Court" include the former shuffleboard area in scope unless clearly stated otherwise.

Contractor shall remove Basketball court and former shuffleboard court including associated fencing materials located at Bayshore Gardens and provide the design for and construction of Court with associated galvanized fencing materials.

Contractor shall provide a comprehensive Project schedule including all dates and time designation for all tasks required to complete the project. The schedule must show Project completion 60 days from signing of the contract.

***\* CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO SUBMITTING A BID. INFORMATION REGARDING EXISTING CONDITIONS PROVIDED IN THIS SOLICITATION MUST BE VERIFIED BY ALL CONTRACTORS.***

The Contractor shall, at all times during the Project, protect all members of the public, including other contractors, and shall perform all work in a safe manner.

Bid shall include optional cost saving suggestions and options to the Project as recognized by the Contractor during the investigation and design phase.

In cases when conflicts exist between information contained in this scope and other parts of the contract documents, the Contractor shall assume that the most expensive solution is required and must be provided.

In all cases, when questions exist to the level of quality required for product and/or installation, the highest level of quality is required.

#### Available information on Existing Conditions:

No information on the existing asphalt Basketball Court is available. It is the responsibility of the Contractor to gather all information necessary and investigate all existing



conditions required to provide a complete Bid for the Project. Contractor is responsible to verify all existing conditions regardless of any information contained in this Scope of Work or elsewhere in the Request for Bid documentation.

**Minimum Specifications of Scope:**

The general scope of work for the Project shall include, but not be limited to, all permits, labor, materials, equipment, and related work necessary to replace the Basketball Court and related equipment of generally the same size and at the same location of the existing Court. Scope shall include:

1. Remove existing asphalt/concrete court including basketball posts, down approximately 6 inches. All old material will be loaded and hauled away. Installation of erosion and sediment control measures.
2. Supply court base using crushed concrete or equal.
3. Provide and install 2 new Legend Jr Select Goals by First Team Sports. These will be anchor based and posts will be mounted on to anchor bases. These will be installed on each end of court as primary basketball goals.
4. 1 1/2" compacted to 1 1/4" course asphalt (type 3 Standard) surface will be installed and compacted. All outside corners will be paved at a 90-degree angle to match existing courts as close as possible. Area removed, will be paved in asphalt to make one seamless, solid asphalt area.
5. Standard 2 coats of acrylic resurface along with silica sand will be applied to entire surface to smooth out irregularities and blemishes.
6. Standard 2 coats of color over entire surface will be applied for looks, wear and texture.
7. Playing lines: Basketball Court Only- 2" white playing lines will be applied to court according to standard high school basketball guidelines, 3-point perimeter etc.
8. Perimeter fence: All post will be set in concrete. Install new galvanized fence around basketball court. Fence will be 10 foot high. All corner posts will be 3", all line posts will be 2 1/2". Top and bottom rail will be 1 5/8". Install one gate. All posts will be set in concrete.

**Completion Date:**

The Contractor has 60 calendar days to fully complete the Project upon the District issuing a Notice to Proceed.

**Warranty:**

The following minimum warranties shall be provided for the work performed starting from the completed acceptance date of the Project that allows full uninterrupted use of the Basketball Court and newly surfaced area.

1. 15-year structural warranty on structural cracking, heaving, and settling.
2. 7-year minimum surface warranty on all surfacing coats against all blemishes to include hairline cracks, lifting, peeling and unusual fading
3. All other Basketball court equipment and installed or Contractor provided related equipment, including perimeter fence, shall be warranted for two (2) years

The contractor should note if their standard warranty exceeds the minimum warranty requirements noted above as that will be factored into the final selection process.

**Alternates:**

Contractor shall provide additional or deduct pricing for the items listed below. Any add-on or deducted alternate selected by the District will be added or deducted from the base price for the Project, as appropriate. The resulting balance will be considered the final total price offered by Contractor.

**Adds**      **Optional** costs for up to provide and install up to 4 nonadjustable metal basket goal (post and backboards). 2 on each side of court. These posts will be direct buried in concrete.

**Deducts**

Contractor shall provide deduct price to reuse/ reinstall any fencing materials (gates, posts, etc.) where reuse does not impact projects requirements.

**Job Meetings:**

Job meetings will be held on a weekly basis to ensure effective communication between Contractor and District and to provide updates on the progress of the Project. The Contractor shall identify a designated Project Manager to attend all job meetings and prepare simple meeting minutes that reflect all discussions and decisions made at the Job Meeting.

**Project Close Out:**

The Contractor will fully cooperate in the close out of the Project and provide any Project-specific items that the District needs in order to close out the project. This includes, but is not limited to, certificate of completion, affidavits of payments of debts, release of liens, lien waivers, final applications and certificates for payment. In addition, the Contractor shall turn over to the District all project manuals, a written maintenance schedule and suggested care instructions, and all required warranties in writing.