



Rizzetta & Company

Sterling Hill Community Development District

Board of Supervisors' Workshop Meeting February 9, 2023

**District Office:
5844 Old Pasco Road, Suite 100
Pasco, Florida 33544
813.933.5571**

www.sterlinghillcdd.org

STERLING HILL COMMUNITY DEVELOPMENT DISTRICT

Sterling Hill North Clubhouse, 4411 Sterling Hill Blvd., Spring Hill, FL 34609

Board of Supervisors	Christina Miller	Chairman
	Sandra Manuele	Vice Chairman
	Nancy Felio	Assistant Secretary
	Michael Gebala	Assistant Secretary
	Darrin Bagnuolo	Assistant Secretary
District Manager	Jayna Cooper	Rizzetta & Company, Inc.
District Counsel	Vivek Babbar	Straley Robin & Vericker
District Engineer	Stephen Brletic	BDI Engineering

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 (813) 933-5571. 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.

STERLING HILL COMMUNITY DEVELOPMENT DISTRICT
District Office – Wesley Chapel, Florida (813) 994-1001
Mailing Address – 3434 Colwell Ave, Suite 200, Tampa, Florida 33614
www.sterlinghillcdd.org

February 1, 2023

**Board of Supervisors
Sterling Hill Community
Development District**

WORKSHOP AGENDA

The workshop meeting of the Board of Supervisors of the Sterling Hill Community Development District will be held on **Thursday, February 9, 2023 at 9:30 a.m.** and will be held at the Sterling Hill Clubhouse located at Sterling Hill Clubhouse, located at 4411 Sterling Hill Boulevard, Spring Hill, Florida 34609. The following is the agenda for this meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
 - A.** Discussion of Holbrook Asphalt HA-5 Proposal & Inspection.....Tab 1
- 4. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
- 5. ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call me at (813) 994-1001.

Very truly yours,

Jayna Cooper

District Manager



Project Location

Sterling Hills CDD
4250 Sterling Hills Blvd
Spring Hill FL 34609

Proposal #

HAU946218

Date Issued

11/18/2022

PO/LD #

Bill To

Sterling Hills CDD
Stephen Brletic
4250 Sterling Hills Blvd
Spring Hill FL 34609

Terms

Due Upon Completion

Adviser Information

Steve White
P: 727-333-5897 | E: steve.white@holbrookasphalt.com

Description

HA5 Installation

Item	Quantity	UM	Rate	Amount
HA5 Clean & prepare surface using high pressure air & wire bristle brooms. Install a one coat application of "HA5" High Density Mineral Bond advanced performance pavement preservation treatment to approximately 92,326 SY of asphalt pavement	92,326	SqYd	2.20	203,117.20

*No pavement markings included in proposal

Total

\$203,117.20

Please sign for proposal acceptance: **Do not sign this page, see final page for signing**



Date	Number
11/18/2022	HAUB09465

Terms and Conditions

TERMS AND CONDITIONS: Any proposals returned to Holbrook Asphalt Company ("Contractor") more than 14 days after the proposal is submitted to the Client is subject to revision, updated pricing, or may be voided by Contractor. Engineering, tests, permits, inspection fees and bonding fees are not included in price unless stated otherwise. Pricing based on no more than area and depth dimensions listed. Upon construction, if it is determined that concrete or asphalt area or depth is greater than the estimation, client agrees to pricing adjustment as a result of project overrun. Client specifically represents and warrants that either the Client is the owner of the premises where the work is to be performed, or, in the alternative, Client has authority from the owner of the premises authorizing the Work to be performed on the said premises.

GENERAL EXCLUSIONS: Contractor is not liable for any ADA compliance, if needed, Client should consult with an ADA compliance professional prior to specific project approval. Contractor not responsible for claims related to pavement markings or lack thereof during or following project work.

Contractor will not be responsible for its product failure if said failure is directly or indirectly caused by "Existing Surface Conditions," as defined below, and any written or implied warranty will become void. Existing Surface Conditions are defined as: water drainage issues or delamination or failure of existing paint, asphalt, surface sealer, wearing course or any other material that is in a failing or in an unstable state. If any portion of the project area has Existing Surface Conditions not caused or created by Contractor that impact Contractor's HA5 product or any other product Contractor applies to project area, the warranty is void. Client is responsible for having entry gates open on day of work. Any damage to gates, sensors or loop sensors above or below asphalt are responsibility of Client. Any hot-applied sealants will not be exactly level with pavement surface as material settles to fill voids. There may also be excess material on pavement surface. Regarding asphalt, concrete and excavation work: Contractor is not responsible for subgrade scarification, re-compaction or concrete damage due to removal of asphalt. Contractor is not responsible for existing condition of subgrade, drainage in areas of less than 1% grade, adjustments of utilities, manholes and valve covers. Contractor is not responsible for any damage to underground utilities and cost to repair the same.

PAYMENT TERMS: Payment is due upon completion of work (Completion by line item 'Progress Billing' and/or completion of project core). Payment is due upon Client receipt of invoice. Client understands and agrees that it will be billed for towing as incurred and will be due on receipt. If the Client has a discrepancy with the Contractor regarding the contracted work, a retention of 5% of invoice up to a maximum of \$750.00 may be retained by Client up to 45 days. Client agrees that it may be billed as each line item is completed and each item may become their own respective invoice and due upon receipt of the same. Contractor reserves the right to charge up to 50% of Proposal Total if client cancels project within 25 days of scheduled project commencement. Upon request, post-project walk-throughs may be scheduled to review concerns.

Client agrees that interest accrues on all past-due amounts at 24% per annum from invoice date, until paid in full; and may be billed collection fees of up to 40% and all fees incurred by collection efforts. Total Proposal price includes one mobilization unless stated otherwise. Additional mobilizations may be billed up to \$3,500 per additional mobilization. This agreement provides Client written Notice of Right to Lien. Pricing does not include bonding or prevailing wage/Davis Bacon Certification, unless stated otherwise. By signing this proposal (contract), Client agrees that Contractor may not be held liable for delays, conditions, or Acts of God beyond their control, which situations may delay or cause cancelation partially or entirely on any project. Delays include project demand and material supply.

INSURANCE: These insurance limits are listed by Contractor to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules any other contract language wherein Contractor agrees to differing limits. Certificates available upon request.

GENERAL LIABILITY: \$1m (inc.), \$2m (agg.) **AUTO:** \$1m **UMBRELLA:** \$2m (inc.), \$2m (agg.) **PERSONAL INJ:** \$1m **WORKERS COMP:** \$1m

ADDITIONAL HA5 WARRANTY LIMITATIONS AND EXCLUSIONS: No claim will be honored unless Holbrook Asphalt has been notified in writing and is given the opportunity to inspect the claimed failure. Surface treatments applied previous to HA5 being installed are not covered under this warranty. (For example, if a previously applied preservation treatment is peeling or delaminating from the pavement surface—even if the surface was cleaned and prepped prior to HA5 being installed on top of it—this warranty does not cover HA5 in these circumstances.) Any attempt to repair the surface prior to Holbrook Asphalt's inspection will render this warranty invalid. Areas where HA5 was installed over pavements with motor oil, brake fluid, hydraulic fluid, or other substances that disturb the adhesion of HA5 and that lead to delamination are not covered under warranty. This warranty does not cover structural defects in the asphalt (e.g. base failure or damage caused by faulty construction and or design), cracks, exposure to fuel, oil, or other chemicals determined to be harmful to the HA5 treatment, areas exposed to frequent sprinkler water run-off, or standing and/or ponding water, damage caused by heavy truck or equipment traffic, damage caused by equipment inflicting excessive stress or scraping to the pavement surface, damage caused by landscaping installation, or damage caused by earthquakes or other acts of God. Mechanical disturbances by snowplow chatter, studded tires, etc. are excluded from warranty. This warranty is not valid for areas located in elevations above 6500 feet. A valid Warranty Certificate must be signed with a copy returned to Holbrook Asphalt within 60 days of the HA5 installation for the warranty to be valid and executable.

Pre-mature wear of HA5 during the five-year period is defined as anything less than 70% residual inter-aggregate coverage of HA5 to the asphalt binder of the treated surface. If premature failure of HA5 is deemed by Holbrook Asphalt or an approved third-party expert within the five year period, reinstallation will take place at no charge or at the reduced rate identified on the Warranty Certificate for the project. Contractor reserves the right appoint the third-party expert should there be a dispute regarding the premature failure between the Client and Contractor. Client and Contractor agree to be bound by and abide by the decision of the third party expert regarding whether a premature failure has occurred.

I have read and agree with these terms and conditions. I elect to proceed with the signed option below.

HAU946218 - HA5 Installation (Sign to accept this proposal)

Name _____ Signature _____ Date _____ Contractor _____

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STERLING HILL FALL 2022 INSPECTION NOTES

NEIGHBORHOOD	TOTAL SQUARE YARDS	PREVIOUSLY COMPLETED	RANK	NOTES
Arborglades	18,104	18,104	1.0	2022 Warranty
Edgemere	12,435	12,435	1.5	2022 Warranty
Main Clubhouse	3,674		2.5	
Brightstone Place	19,289	19,289	5.0	One coat respray Nov 2020 (red on KMZ)
Brackenwood	16,850		2.5	
Amersham	20,111		3.0	
Glenburne	16,324	4,478	3.0	One coat respray on Ayrshire Drive (4,478 SY) Nov 2020 (red on KMZ)
Mandalay Place	14,198	14,198	5.0	One coat respray Nov 2020 (red on KMZ)
Haverhill	10,505		2.0	
Windance	10,744		4.0	
Covey Run	11,972	3,682	3.5	One coat respray on 3,682 SY Feb 2019 (Green on KMZ)
South Clubhouse	3,504		3.5	Minor touch ups Nov 2020
Dunwoody	11,755	4,953	3.5	One coat respray on two streets (4,953 SY) Nov 2020 (red on KMZ)
	169,465	77,139	1 IS THE WORST CONDITION TO 5 BEING VERY GOOD	
Remaining After 2022 Warranty Work	92,326			