

April 15, 2024 10:00 AM
Huntington Pointe Association Inc
Board Meeting Minutes

Call to Order:

The meeting was called to order at 10:01 AM by Susan Levine.

Calling of the Roll:

There were present the following Board Member

Donovan, Mark	Novak, Myron
Gonzalez, Serena	Rivenson, Steve
Goodman, Wayne	Rudnick, Mary
Levine, Susan	Sandler, Phyllis
Lynne, Howard	Shapiro, Harvey
Marvy, Robert	Slotkin, Joel

A quorum of the Board of Directors was established.

There were present the following from management:

Chery, Marvin – Community Association Manager

Mason Green - Administrative Assistant

New Business:

- Renovation Update with Zabik and Associates
- DC Construction Proposal for Maintenance Building with Zabik and Associates
- Phyllis Sandler made a motion to approve the proposal from DC Construction to do the Maintenance/Storage building at a cost of \$470,177 pending legal review from Wyman and Associates. Serena Gonzalez seconded. 10 yes, 2 no. Motion approved.
- South State Bank Loan. Returning \$2 million
- Holiday Lights
 - Keeping existing layout or changing to new recommended layout
 - Existing layout cost \$5,700 per year
 - New layout would cost \$6,800 per year
 - Would include a collar at the top of the trees
 - Would include the 2 lower hedges at the front monument
 - Would also include 80 fronds vs 60 for a fuller look
 - Would exclude the island behind the guard house as the three trees are dying. One is already dead and removed.
- Mark Donovan made a motion to approve the new layout for the remaining year of the contract. Mary Rudnick seconded. 11 yes, 1 absent. Motion approved
- AV equipment

- Should HPA allow trained HP residents to help the Theater Arts group by working with the new sound and lighting equipment during the Theater Arts practice sessions?
- HP Committees, Clubs & Activities with Serena Gonzalez
- Phyllis Sandler made a motion to allow Eric to train residents to operate lights and audio only during practice sessions in the theater. Harvey Shapiro seconded. 10 yes, Goodman and Gonzalez absent. Motion approved.
- Howard Lynne made a motion to get 2 new AEDs from Cintas for \$4200 for the pickle ball and tennis court. Phyllis Sandler seconded. 9 yes, Goodman, Donovan, and Gonzalez absent.

Adjourned 1:08

Huntington Pointe Association

Board Meeting

<https://zoom.us/j/83533376526>

April 15, 2024 - 10:00 am

- Call to order
- Roll Call
- Motion to waive the reading of the last meeting minutes. Posted on the website.
- President report
- Financial report (will always be posted on the website once available)
- New Business
 - Renovation Update with Zabik and Associates
 - DC Construction Proposal for Maintenance/Storage Building with Zabik and Associates
 - Motion to approve the proposal from DC Construction to do the Maintenance/Storage building at a cost of \$470,177 pending legal review from Wyman and Associates
 - South State Bank Loan. Returning \$2 million
 - Blue DALA Card update
 - Dala will be changing to a new POS with more flexibility and options for their accounting.
 - Blue cards will be replaced with new card by DALA
 - Transition should be approximately 3 weeks during that time, existing blue cards cannot be used.
 - Holiday Lights
 - Keeping existing layout or changing to new recommended layout
 - Existing layout cost \$5,700 per year
 - New layout would cost \$6,800 per year
 - Would include a collar at the top of the trees
 - Would include the 2 lower hedges at the front monument
 - Would also include 80 fronds vs 60 for a fuller look
 - Would exclude the island behind the guard house as the three trees are dying. One is already dead and removed.
 - AV equipment
 - Should HPA allow trained HP residents to help the Theater Arts group by working with the new sound and lighting equipment during the Theater Arts practice sessions?
 - HP Committees, Clubs & Activities with Serena Gonzalez
 - Additional AEDs with Howard Lynne
 - Unguarded access through the Jog Road gates with Joel Slotkin
- Adjournment

AIA® Document A105® – 2017

Standard Short Form of Agreement Between Owner and Contractor

Job #1657

AGREEMENT made as of the 2nd day of April in the year Two Thousand Twenty-Four
(*In words, indicate day, month and year.*)

BETWEEN the Owner:
(*Name, legal status, address and other information*)

Huntington Pointe Association, Inc.
6251 N. Oriole Boulevard
Delray Beach, Florida 33484

and the Contractor:
(*Name, legal status, address and other information*)

DC Construction Associates, Inc.
1225 NW 17th Avenue, Suite 104
Delray Beach, FL 33445
Telephone Number: 561-988-8505
Fax Number: 561-988-8506

for the following Project:
(*Name, location and detailed description*)

Huntington Pointe- Proposed Maintenance/Storage Building
6251 N. Oriole Boulevard
Delray Beach, Florida 33484
Construction of a new one-story Maintenance Building

The Architect:
(*Name, legal status, address and other information*)

Slattery & Associates
2060 N.W. Boca Raton Boulevard
Boca Raton, Florida 33431

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

AIA Document A105 – 2017. Copyright © 1993, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:07:35 ET on 04/09/2024 under Order No.3104241379 which expires on 03/23/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(1113943137)

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENTS
5	INSURANCE
6	GENERAL PROVISIONS
7	OWNER
8	CONTRACTOR
9	ARCHITECT
10	CHANGES IN THE WORK
11	TIME
12	PAYMENTS AND COMPLETION
13	PROTECTION OF PERSONS AND PROPERTY
14	CORRECTION OF WORK
15	MISCELLANEOUS PROVISIONS
16	TERMINATION OF THE CONTRACT
17	OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated August 21st, 2023 and enumerated as follows:
- .3 other documents, if any, identified as follows:

Drawings:

(Table deleted)

See Exhibit "B" attached

Specifications: N/A

(Table deleted)

Addenda prepared by the Architect as follows: N/A

(Table deleted)

Written orders for changes in the work, pursuant to Article 10, issues after execution of this Agreement; and

Init.

Other documents, if any, identified as follows:

- Exhibit "A"- DC Construction Associates, Inc.- Proposal dated January 22nd, 2024
- Exhibit "B"- Enumerations of Drawings
- Exhibit "C"- DC Construction Associates.,-Other Provisions
- Exhibit "D"- Schedule of Values
- Exhibit "E"- Certificate of Insurance
- Exhibit "F"- Construction Schedule

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

(Insert the date of commencement if other than the date of this Agreement.)

Date of Commencement shall be five (5) days after receipt of fully executed contract or issuance of building permit, whichever is later.

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

(Check the appropriate box and complete the necessary information.)

Not later than 91 (Ninety One) calendar days from the date of commencement.

By the following date:

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Four Hundred Seventy Thousand One Hundred Seventy-Seven Dollars and 00/100 Dollars (\$470,177.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:

(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
---------------------	-------

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price
Shell and Site Surveying	\$4,500.00
Asphalt Patching	\$5,000.00

§ 3.5 Unit prices, if any, are as follows:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Owner, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

Provided that an application for payment is received by the owner not later than the (First) day of a month, the Owner shall make payment to the Contractor not later than the (Fifteenth) day of the same month. If an Application for payment is received by the Owner after the applicable date fixed above, payment shall be made by the Owner not later than (Thirty) (30) days after the Owner receives the Application for Payment. Retainage shall not be held on general conditions, demolition and saw cutting.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert rate of interest agreed upon, if any.)

(Paragraph deleted)

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the insurance per Exhibit "E"

(Table deleted)

(Paragraphs deleted)

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 The Contractor shall obtain and the Owner shall pay for permit fees, other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

Init.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner has made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The owner shall pay for, and the Contractor shall obtain the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect’s consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

(Paragraphs deleted)

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor’s responsibility. The Architect will not be responsible for the Contractor’s failure to carry out the Work in accordance with the Contract Documents.

(Paragraph deleted)

§ 9.5 The Architect has authority to reject Work that does not Conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor’s submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect’s duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time and general conditions costs shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 The Contractor shall submit to the owner an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Owner will, within Fifteen days after receipt of the Contractor's Application for Payment, either (1) Issue Payment in the full amount of the Application for Payment, (2) issue Payment for such amount as the Owner determines is properly due, and notify the Contractor in writing of the Owner's reasons for withholding certification in part; or (3) withhold the entire payment, and notify the Contractor of the Owner's reason for withholding payment in whole. If certification or notification is not made within such period, the Contractor may, upon seven additional days written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 Owner shall make payment in the manner provided in the Contract Documents.

Init.

AIA Document A105 – 2017. Copyright © 1993, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:07:35 ET on 04/09/2024 under Order No.3104241379 which expires on 03/23/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(1113943137)

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Owner and the Owner will make an inspection to determine whether the Work is substantially complete. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

(Paragraphs deleted)

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and the Owner shall bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

Due to current construction material market volatility, Owner shall be responsible for cost increases, Contractor will limit mark up on cost increases to one percent (1%) to cover insurance premiums. If bond is required on project, cost increases shall also be marked up to cover bond premiums.

This Agreement entered into as of the day and year first written above.
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER (Signature)

Huntington Pointe Association, Inc.
6251 N. Oriole Boulevard
Delray Beach, Florida 33484

(Printed name and title)

CONTRACTOR (Signature)

Chris Peck-Vice President
DC Construction Associates, Inc.
1225 NW 17th Avenue, Suite 104
Delray Beach, FL 33445

(Printed name and title)

LICENSE NO.: CGC1510595, CGC1513932
CGC1512386
JURISDICTION: STATE OF FLORIDA

Init.

AIA Document A105 – 2017. Copyright © 1993, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:07:35 ET on 04/09/2024 under Order No.3104241379 which expires on 03/23/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(1113943137)

Additions and Deletions Report for

AIA® Document A105® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:07:35 ET on 04/09/2024.

PAGE 1

Job #1657

AGREEMENT made as of the 2nd day of April in the year Two Thousand Twenty-Four

...

Huntington Pointe Association, Inc.
6251 N. Oriole Boulevard
Delray Beach, Florida 33484

...

DC Construction Associates, Inc.
1225 NW 17th Avenue, Suite 104
Delray Beach, FL 33445
Telephone Number: 561-988-8505
Fax Number: 561-988-8506

...

Huntington Pointe- Proposed Maintenance/Storage Building
6251 N. Oriole Boulevard
Delray Beach, Florida 33484
Construction of a new one-story Maintenance Building

...

Slattery & Associates
2060 N.W. Boca Raton Boulevard
Boca Raton, Florida 33431

PAGE 2

.2 the drawings and specifications prepared by the Architect, dated ~~and enumerated~~ August 21st, 2023
and enumerated as follows:

.3 other documents, if any, identified as follows:

...

Number

Title

Date

See Exhibit "B" attached

Specifications: N/A

<u>Section</u>	<u>Title</u>	<u>Pages</u>
----------------	--------------	--------------

3	addenda <u>Addenda</u> prepared by the Architect as follows: <u>N/A</u>	<u>Pages</u>
<u>Number</u>	<u>Date</u>	

~~4~~ ~~written~~ Written orders for changes in the ~~Work,~~ work, pursuant to Article 10, ~~issued~~ issues after execution of this Agreement; and

~~5~~ ~~other~~

Other documents, if any, identified as follows:

Exhibit "A"- DC Construction Associates, Inc.- Proposal dated January 22nd, 2024

Exhibit "B"- Enumerations of Drawings

Exhibit "C"- DC Construction Associates.,-Other Provisions

Exhibit "D"- Schedule of Values

Exhibit "E"- Certificate of Insurance

Exhibit "F"- Construction Schedule

PAGE 3

Date of Commencement shall be five (5) days after receipt of fully executed contract or issuance of building permit, whichever is later.

...

Not later than ~~(—)~~ 91 (Ninety One) calendar days from the date of commencement.

...

~~(\$—)~~ Four Hundred Seventy Thousand One Hundred Seventy-Seven Dollars and 00/100 Dollars (\$470,177.00)

PAGE 4

<u>Shell and Site Surveying</u>	<u>\$4,500.00</u>
<u>Asphalt Patching</u>	<u>\$5,000.00</u>

...

§ 4.1 Based on Contractor's Applications for Payment certified by the ~~Architect,~~ Owner, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

...

Provided that an application for payment is received by the owner not later than the (First) day of a month, the Owner shall make payment to the Contractor not later than the (Fifteenth) day of the same month. If an Application for payment is received by the Owner after the applicable date fixed above, payment shall be made by the Owner not later than (Thirty) (30) days after the Owner receives the Application for Payment. Retainage shall not be held on general conditions, demolition and saw cutting.

...

%

~~§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1: insurance per Exhibit "E"~~

~~§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard.~~

~~§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.~~

~~§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

~~§ 5.1.4 Workers' Compensation at statutory limits.~~

~~§ 5.1.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

~~§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.~~

~~§ 5.1.7 Other Insurance Provided by the Contractor~~

~~(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)~~

Coverage	Limits
----------	--------

PAGE 5

~~§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for The Contractor shall obtain and the Owner shall pay for permit fees, other necessary approvals, easements, assessments, and charges.~~

PAGE 6

~~§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.~~

...

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

...

~~§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have has made a timely and reasonable objection.~~

...

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

...

§ 8.7.1 The owner shall pay for, and the Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.
PAGE 7

~~§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.~~

~~§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.~~

~~§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.~~

§ 9.5 The Architect has authority to reject Work that does not conform ~~conform~~ to the Contract Documents.
PAGE 8

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time and general conditions costs shall be subject to equitable adjustment.

...

~~§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect. The Contractor shall submit to the owner an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.~~

...

The Architect-Owner will, within ~~seven~~ Fifteen days after receipt of the Contractor's Application for Payment, either (1) ~~issue to the Owner a Certificate for Issue~~ issue Payment in the full amount of the Application for Payment, ~~with a copy to the Contractor;~~ (2) ~~issue to the Owner a Certificate for Payment for such amount as the Architect-Owner determines is properly due, and notify the Contractor and Owner in writing of the Architect's-Owner's reasons for withholding certification in part;~~ or (3) ~~withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification the entire payment, and notify the Contractor of the Owner's reason for withholding payment in whole.~~ If certification or notification is not made within such seven day period, the Contractor may, upon seven additional ~~days~~ days written notice to the Owner and Architect, stop the Work until payment of the amount ~~owing~~ owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

...

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

PAGE 9

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect-Owner and the Architect-Owner will make an inspection to determine whether the Work is substantially complete. ~~When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate.~~ Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

...

~~§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.~~

~~§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.~~

...

§ 15.2.1 At the appropriate times, the Contractor shall arrange and the Owner shall bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

PAGE 10

Due to current construction material market volatility, Owner shall be responsible for cost increases, Contractor will limit mark up on cost increases to one percent (1%) to cover insurance premiums. If bond is required on project, cost increases shall also be marked up to cover bond premiums.

...

PAGE 11

Huntington Pointe Association, Inc.
6251 N. Oriole Boulevard
Delray Beach, Florida 33484

Chris Peck-Vice President
DC Construction Associates, Inc.
1225 NW 17th Avenue, Suite 104
Delray Beach, FL 33445

...

LICENSE NO.: CGC1510595, CGC1513932
CGC1512386
JURISDICTION: STATE OF FLORIDA

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:07:35 ET on 04/09/2024 under Order No. 3104241379 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ – 2017, Standard Short Form of Agreement Between Owner and Contractor, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Exhibit A



January 22, 2024

Zabik and Associates, Inc.
11398 Okeechobee Blvd, Suite 2
Royal Palm Beach, FL 33411

Attn: Mr. Timothy Scarlett, PMP
Re: Huntington Pointe – Proposed Maintenance / Storage Building

Dear Mr. Scarlett:

Thank you for the opportunity to provide a proposal for the new proposed maintenance/storage building at Huntington Pointe located in Delray Beach, Florida. The total cost to complete the project is **\$470,177.00** and is based on plans prepared by Slattery & Associates dated August 21st, 2023, and the attached qualifications. Also attached is a complete cost breakdown for your use.

Should you have any questions regarding this proposal, please do not hesitate to call.

Sincerely,

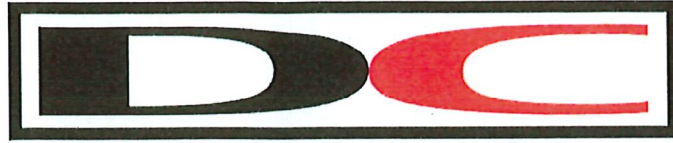
DC CONSTRUCTION ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'M Washam', is written over a light blue horizontal line.

Michael Washam
Project Manager

MW/ec

Exhibit A



CONSTRUCTION ASSOCIATES, INC.

Project: **Huntington Pointe- Maintenance/ Storage Building**
 Location: **Delray Beach, Florida**
 Date: **1/22/24**
 Description: **Single Story Maintenance/ Storage Building**

Prepared For: **Mr. Timothy Scarlett**
 Prepared By: **Michael Washam**
 Job #: **TBD**
 Total SF: **1,743**

	ESTIMATED COST	COST PER SF	% OF TOTAL	COMMENTS
DIV. 1 - GENERAL CONDITIONS	58,040	33.30	12.34%	
DIV. 2 - SITE WORK	63,831	36.62	13.58%	
DIV. 3 - CONCRETE	88,907	51.01	18.91%	
DIV. 4 - MASONRY	0	0.00	0.00%	
DIV. 5 - METALS	60,740	34.85	12.92%	
DIV. 6 - CARPENTRY	2,280	1.31	0.48%	
DIV. 7 - THERMAL / MOIST. PROT.	42,000	24.10	8.93%	
DIV. 8 - DOORS / WINDOWS	12,130	6.96	2.58%	
DIV. 9 - FINISHES	39,922	22.90	8.49%	
DIV. 10 - SPECIALTIES	500	0.29	0.11%	
DIV. 11 - EQUIPMENT	0	0.00	0.00%	
DIV. 12 - FURNISHINGS	0	0.00	0.00%	
DIV. 13 - SPECIAL CONSTRUCTION	0	0.00	0.00%	
DIV. 14 - CONVEYING SYSTEMS	0	0.00	0.00%	
DIV. 15 - MECHANICAL	25,110	14.41	5.34%	
DIV. 16 - ELECTRICAL	33,005	18.94	7.02%	
SUB-TOTAL	426,465	244.67	90.70%	
5.00 OVERHEAD AND INSURANCE	21,323	12.23	4.54%	
5.00 FEE	22,389	12.85	4.76%	
SUB-TOTAL	470,177	269.75	100.00%	
PAYMENT / PERFORM. BOND	0	0.00	0.00%	
TOTALS	\$470,177	269.75	100%	

Exhibit A

Project: **Huntington Pointe- Maintenance/ Storage Building**

Location: **Delray Beach, Florida**

Date: **1/22/24**

Description: **Single Story Maintenance/ Storage Building**

DIV	ITEM	ESTIMATED COST	COST PER SF	% OF TOTAL
<u>DIV. 2 SITEWORK</u>				
02050	FINAL CLEAN	750	0.43	0.16%
02070	DEMOLITION	11,000	6.31	2.34%
02080	SURVEYS (ALLOWANCE)	4,500	2.58	0.96%
02110	TREE REMOVAL	2,500	1.43	0.53%
02140	TEMP FENCING	3,361	1.93	0.71%
02200	SITEWORK	22,000	12.62	4.68%
02210	MISC. SITE GRADING	1,520	0.87	0.32%
02280	SOIL POISON	0	0.00	0.00%
02320	JACK & BORE	0	0.00	0.00%
02350	PILES & CAISSONS	0	0.00	0.00%
02450	RAILROADS	0	0.00	0.00%
02510	ASPHALT PAVING	5,000	2.87	1.06%
02515	UNIT PAVERS	0	0.00	0.00%
02520	CONCR. PAVG SIDEWLK	11,900	6.83	2.53%
02521	CONCRETE CURBS	1,300	0.75	0.28%
02580	PAVEMT MARKG.SIGNS	0	0.00	0.00%
02600	LIFT STATION	0	0.00	0.00%

Exhibit A

DIV	ITEM	ESTIMATED COST	COST PER SF	% OF TOTAL
02660	WATER DISTRIBUTION	0	0.00	0.00%
02661	DDCV/FIRE LINE	0	0.00	0.00%
02662	BUILDING WATER	0	0.00	0.00%
02680	GAS DISTRIBUTION	0	0.00	0.00%
02720	STORM SEWER	0	0.00	0.00%
02721	ROOF MANIFOLD DRAINAGE	0	0.00	0.00%
02730	SANITARY SEWER	0	0.00	0.00%
02731	FORCE MAIN	0	0.00	0.00%
02780	POWER & COMM.	0	0.00	0.00%
02810	IRRIGATION SYSTEMS	0	0.00	0.00%
02820	FOUNTAINS	0	0.00	0.00%
02830	FENCES AND GATES	0	0.00	0.00%
02900	LANDSCAPING / IRRIGATION	0	0.00	0.00%
<u>DIV. 3 CONCRETE</u>				
03100	SHELL CONCRETE/ROUGH CARPENTRY	88,907	51.01	18.91%
03101	SAWCUT FOR WINDOWS	0	0.00	0.00%
03200	CONC.ACCESS./REBAR	0	0.00	0.00%
03300	CONC. MATERIAL	0	0.00	0.00%
03301	FLOOR SLABS	0	0.00	0.00%
03345	PLACE AND FINISH	0	0.00	0.00%

Exhibit A

DIV	ITEM	ESTIMATED COST	COST PER SF	% OF TOTAL
03400	PRECAST CONCRETE	0	0.00	0.00%
03470	TILT-UP CONCRETE	0	0.00	0.00%
03471	PANEL DRAWINGS	0	0.00	0.00%
03500	LIGHTWT CONCRETE	0	0.00	0.00%
<u>DIV. 4 MASONRY</u>				
04220	CONCRETE MASONRY	0	0.00	0.00%
04270	GLASS BLOCK	0	0.00	0.00%
04400	EXT. MARBLE / GRANITE / STONE	0	0.00	0.00%
04700	BRICK VENEER	0	0.00	0.00%
<u>DIV. 5 METALS</u>				
05105	STEEL ERECTION	0	0.00	0.00%
05120	STRUCTURAL STEEL	0	0.00	0.00%
05125	TURN-KEY STRUCT. STL	60,740	34.85	12.92%
05210	STEEL JOISTS	0	0.00	0.00%
05310	STEEL DECK	0	0.00	0.00%
05500	METAL FABRICATIONS	0	0.00	0.00%
05510	STAIRS & RELATED METALS	0	0.00	0.00%
05584	SHEET METAL FABRICATIONS	0	0.00	0.00%
05700	ORNAMENTAL IRON	0	0.00	0.00%
<u>DIV. 6 CARPENTRY</u>				
06100	ROOF CARP. MATERIAL	1,000	0.57	0.21%

Exhibit A

DIV	ITEM	ESTIMATED COST	COST PER SF	% OF TOTAL
06110	ROUGH CARP. LABOR	1,280	0.73	0.27%
06190	WOOD TRUSSES	0	0.00	0.00%
06200	FINISH CARPNTRY LAB.	0	0.00	0.00%
06201	FINISH CARP. MATERIAL	0	0.00	0.00%
06220	MILLWORK	0	0.00	0.00%
06410	LAMINATED CABINENTRY	0	0.00	0.00%
06600	CULTURED MARBLE	0	0.00	0.00%
<u>DIV. 7 THERMAL & MOISTURE PROTECTION</u>				
07100	WATER PROOFING	0	0.00	0.00%
07200	THERMAL INSULATION	0	0.00	0.00%
07250	FIREPROOFING	0	0.00	0.00%
07270	FIRE CAULKING	0	0.00	0.00%
07510	ROOFING	42,000	24.10	8.93%
07610	SHEET METAL ROOFING	0	0.00	0.00%
07720	ROOF HATCH & LADDER	0	0.00	0.00%
07800	SKYLIGHTS	0	0.00	0.00%
07900	CAULKING	0	0.00	0.00%
<u>DIV. 8 DOORS & WINDOWS</u>				
08100	METAL DOORS / FRAMES/HARDWARE	8,230	4.72	1.75%
08200	WOOD / PLASTIC DOORS	0	0.00	0.00%
08300	SPECIAL DOORS	0	0.00	0.00%

Exhibit A

DIV	ITEM	ESTIMATED COST	COST PER SF	% OF TOTAL
08360	OVERHEAD DOORS	3,900	2.24	0.83%
08400	GLASS & GLAZING	0	0.00	0.00%
08500	METAL WINDOWS	0	0.00	0.00%
08700	FINISH HARDWARE	0	0.00	0.00%
<u>DIV. 9 FINISHES</u>				
09200	LATH / PLASTER / STUCCO	15,950	9.15	3.39%
09208	EIFS	0	0.00	0.00%
09250	DRYWALL	12,672	7.27	2.70%
09300	CERAMIC TILE	0	0.00	0.00%
09500	ACOUST. CEILINGS	4,050	2.32	0.86%
09520	ACOUST. WALL TREATMENT	0	0.00	0.00%
09540	FRP PANELING	0	0.00	0.00%
09550	WOOD FLOORING	0	0.00	0.00%
09615	MARBLE FLOORS / WALLS	0	0.00	0.00%
09620	GRANITE FLOORS / WALLS / TOPS	0	0.00	0.00%
09650	RESILIENT FLOORING / BASE	0	0.00	0.00%
09680	CARPET	0	0.00	0.00%
09700	SPECIAL FLOORING	0	0.00	0.00%
09910	EXTERIOR PAINTING	7,250	4.16	1.54%
09920	INTERIOR PAINTING	0	0.00	0.00%
09970	WALLCOVERING	0	0.00	0.00%

Exhibit A

DIV	ITEM	ESTIMATED COST	COST PER SF	% OF TOTAL
<u>DIV. 10 SPECIALTIES</u>				
10150	TOILET PTNS	0	0.00	0.00%
10210	LOUVERS / VENTS	0	0.00	0.00%
10270	ACCESS FLOORING	0	0.00	0.00%
10350	Bike Racks	0	0.00	0.00%
10400	EXTERIOR SIGNAGE	250	0.14	0.05%
10440	INTERIOR SIGNAGE	0	0.00	0.00%
10520	FIRE EXTINGUISHERS	250	0.14	0.05%
10536	AWNINGS	0	0.00	0.00%
10550	POSTAL SPECIALTIES	0	0.00	0.00%
10600	NON-DRYWALL PARTNS	0	0.00	0.00%
10710	WINDOW SHUTTERS	0	0.00	0.00%
10800	TOILET ACCESSORIES	0	0.00	0.00%
<u>DIV. 11 EQUIPMENT</u>				
11130	AUDIO VISUAL EQUIPMT	0	0.00	0.00%
11160	LOADING DOCK EQUIPMT	0	0.00	0.00%
11400	FOOD SERV. EQUIPMT	0	0.00	0.00%
<u>DIV. 12 FURNISHINGS</u>				
12500	WINDOW TREATMENTS	0	0.00	0.00%
12600	FURNISHINGS/ ACCESS	0	0.00	0.00%
<u>DIV. 13 SPECIAL CONSTRUCTION</u>				

Exhibit A

DIV	ITEM	ESTIMATED COST	COST PER SF	% OF TOTAL
13120	PRE-ENG. STRUCTURES	0	0.00	0.00%
<u>DIV. 14 CONVEYING SYSTEMS</u>				
14100	DUMBWAITERS	0	0.00	0.00%
14200	ELEVATORS	0	0.00	0.00%
<u>DIV. 15 MECHANICAL</u>				
15330	FIRE SPRINKLERS	0	0.00	0.00%
15370	DRY EXTINGUISHING SYSTEMS	0	0.00	0.00%
15400	PLUMBING	9,860	5.66	2.10%
15480	GAS SYSTEMS	0	0.00	0.00%
15500	HVAC	15,250	8.75	3.24%
15990	TEST & BALANCE (HVAC)	0	0.00	0.00%
<u>DIV. 16 ELECTRICAL</u>				
16000	ELECTRICAL	33,005	18.94	7.02%
16600	COMPUTER RM. SPCLTS	0	0.00	0.00%
16700	SECURITY SYSTEMS	0	0.00	0.00%
16740	P.A. SYSTEMS	0	0.00	0.00%
TOTAL DIRECT COSTS		368,425	211.37	78.36%

Huntington Pointe – Proposed Maintenance / Storage Building
January 22, 2024
Qualifications

In the event of any conflict between the plans or proposal agreement, these qualifications shall control.

DIVISION I – GENERAL CONDITIONS

1. Due to instability of commodities market this proposal is valid for 15 days from the date of proposal after which it is subject to confirmation by contractor.
2. Due to the instability of the commodities market and the current climate of the South Florida construction market with regard to many limits, the construction contract must have a cost escalation clause included in it.
3. General Contractor and subcontractor permit fees, revision fees, change of contractor fees, shop drawing review fees or building department fees of any kind are not included.
4. Utility tap in fees, Certificate of Occupancy fees, Temporary Certificate of Occupancy fees, water meter fees, FPL fees, impact or other government fees are not included.
5. Builder's Risk Insurance and Utility Bonds are not included.
6. Payment and performance bond is not included.
7. Bid is based on the plans by Slattery & Associates dated August 21st, 2023.
8. Cost to upgrade existing conditions to meet code has not been included.
9. Asbestos and/or hazardous material survey or abatement is not included.
10. Costs for material testing, soil testing and special inspections are not included. Scheduling of these tests is included.
11. Costs include using building water and electricity for construction.
12. DC Construction Associates, Inc. is not liable for conflicts between design documents and field conditions. DC Construction Associates, Inc. is not liable for hidden or unknown conditions. Verification of existing conditions of any kind is not included. Verification of architect's dimensions, details and information pertaining to project is not included.
13. Costs are based on working normal business hours. No costs for after-hours or weekend work is included unless specifically outlined below.
14. All deposits required shall be funded by owner/developer. DC Construction Associates will not pre-pay deposits without receiving payment first.
15. Landscape maintenance after installation is not included.
16. Cost resulting from building department revisions to the construction documents, if any, will be additional to this proposal.
17. A \$4,500.00 allowance has been included for shell and site surveying. Owner surveys (topographic boundary, easements, etc.) are not included.
18. AT&T primary conduits and wire are not included.
19. Easement preparation or filing is not included.
20. Three hundred and fifty feet (350') of temporary fencing for the project is included. Please see the below add/alternate should a windscreen be required.
21. Cost to relocate F.P.L. lines if required are not included.

Exhibit A

Huntington Pointe

Qualifications

1/22/24

Page 2 of 4

22. These qualifications assume that accelerated or early completion of a project will result in savings to both parties. Float created from schedule acceleration shall be owned by the Contractor who may use said float at his discretion, including early completion of the project.
23. Any project schedule float created by Contractor's actual commencement of the Work earlier than the Date of Commencement shall be for the exclusive use of the contractor.

DIVISION 2 – SITEWORK

1. Demolition costs are limited to the following:
 - Demolition and the removal of approx. 500SF of concrete sidewalks.
 - Demolition and the removal of approx. 60LF of curbing.
 - Demolition and the removal of one (1) concrete dumpster enclosure.
 - Demolition and the removal of approx. 30-40 Ficus shrubs.
 - Demolition and the removal of approx. 40LF of chain link fencing.
 - Demolition and the removal of approx. 200SF of asphalt.
2. Sitework costs are limited to the following:
 - Clear and grub approx. 6" of existing earth material for the new maintenance building and dumpster enclosure building pads.
 - Compact the existing subbase.
 - Import approx. 18" of clean fill for the new building pads.
 - Compact the imported fill for the new building pads.
 - Install 200LF of silt fencing.
 - Install 4' orange plastic fencing around existing trees to remain within 50' of the work area.
3. No civil plans, surveys, or geotechnical reports have been provided. Any costs for sitework outside of the scope of work listed above is not included.
4. Approx. 1400 SF of new sidewalks and 50' LF of new type D curbing have been included.
5. A \$5,000.00 allowance has been included for asphalt patching up to the new maintenance building.
6. Tree removal costs are limited to cutting, removing and stump grinding one (1) live oak tree as shown on the site demolition plan.
7. Landscape and irrigation work or repair of any kind is not included.
8. Cost for Tree Bond, if required, has not been included.
9. No costs have been included to adjust existing sanitary sewer manhole tops and valve covers.
10. Costs do not include cleaning, TV'ing or repair to existing utility systems or structures.
11. Removal of unsuitable soil conditions, i.e. de-mucking, dewatering or the removal of any underground structures is not included.
12. This proposal excludes removal of any hazardous waste, existing garbage or debris.
13. Special soil improvement, i.e. vibroflotation, dynamic compaction, jet grouting, auger cast piles, etc. are not included.
14. No dewatering or ground water monitoring or testing is included.

DIVISION 3 – CONCRETE

1. Concrete costs are based on the structural plans prepared by O'Donnell, Naccarato, Mignogna & Jackson, inc. dated August 21st, 2023.

DIVISION 4 – MASONRY

1. Masonry costs are included in division three.

DIVISION 5 – METALS

1. Structural Steel and misc. metal costs are based on the structural plans prepared by O'Donnell, Naccarato, Mignogna & Jackson, inc. dated August 21st, 2023.
2. Galvanized metal decking shall be installed on the equipment screen wall and dumpster gate frames.
3. Aluminum dumpster gates and aluminum louvered screen walls are not included.

DIVISION 6 – WOODS AND PLASTICS

1. P.T. wood blocking at the top of the parapet walls is included.

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

1. The new roof shall be a Johns Manville Modified SBS roof system with one (1) layer of JM Energy 3.3" R-19 roof insulation mechanically fastened to the steel deck with JM High Load #15 roof fasteners and plates per JM specifications.
2. Please see the below deductive alternate to install a TPO roof system in lieu of the modified SBS roof system.
3. A 6" seamless gutter system with three 4" x 5" downspouts have been included on the north elevation of the building. Downspouts shall terminate at splash blocks.
4. The roof shall be structurally sloped. Tapered insulation is not included.

DIVISION 8 – DOORS AND WINDOWS

1. Standard cylindrical locksets have been included for the new door packages.
2. The new OH door shall be a white non-insulated manual operated roll up door.
3. Master keying is not included.
4. Electric strikes are not included. Modifying existing doors and frames to accept electric strikes is not included. Cut outs in new hollow metal frames for electric strikes are not included.

DIVISION 9 – FINISHES

1. Stucco work has been included for the new building and dumpster enclosure.
2. The storage room #101 shall receive full height metal hat channel furring with R4.2 fi-foil insulation and drywall to 6" above the ceiling grid. Please see below add/ alternate to furnish and install the drywall package per the plans.
3. New acoustical ceiling shall be white, USG Radar #2310 2X4 Squared Edge ceiling tiles in white 15/16", metallic grid.
4. R-19 ceiling insulation is not included.
5. Painting work has only been included for the new maintenance building and dumpster enclosure.
6. A texcote paint finish has been included on the dumpster walls.
7. No drywall work or finishes have been included in storage room #100.

DIVISION 10 – SPECIALTIES

1. Code minimum signage has been included.
2. Two (2) wall hung fire extinguishers have been included.

DIVISION 11 – EQUIPMENT

1. Appliances are not included.
2. No audio/visual equipment has been included.
3. Televisions and their installations are not included.

DIVISION 12 – FURNISHINGS

1. Furniture, fixtures, appliances, etc. are not included.
2. Modifying existing or providing new window treatments is not included.

DIVISION 13 – SPECIAL CONSTRUCTION

N.I.C.

DIVISION 14 – CONVEYING SYSTEMS

N.I.C.

DIVISION 15 – MECHANICAL

1. Mechanical costs are based on the mechanical plans by Beacon Consulting Engineers dated August 21st, 2023.
2. Plumbing costs are based on the mechanical plans by Beacon Consulting Engineers dated August 21st, 2023.
3. A 25' allowance has been included to connect the piping for the dumpster enclosures new floor drain to the nearest existing storm line from the limits shown on the mechanical plans.
4. A 25' allowance has been included to connect the new water line for the hose bibs to the nearest water line from the limits shown on the mechanical plans. Please see the below add/ alternate to run the new water line into the building's kitchen area if an existing water line is not within 25' of the point of connection shown on the mechanical plan.
5. Fire sprinkler work of any kind is not included.

DIVISION 16 – ELECTRICAL

1. Electrical costs are based on the Electrical plans prepared by Beacon Consulting Engineers dated August 21st, 2023.
2. No specifications have been provided for the three exterior decorative wall scones. Costs for these fixtures are not included.
3. No low-voltage (phone/data, security camera, CCTV, security systems, etc.) work of any kind is included.
4. Fixture lamp warranty shall be for thirty (30) days.
5. DC Construction Associates, Inc. is not responsible for delays caused by FPL.
6. All low voltage stub ups are limited to a J box with conduit stubbed above the ceiling.
7. Re-lamping or re-ballasting existing fixtures is not included.
8. Fire Alarm costs of any kind are not included.

Alternates

Exhibit A

Huntington Pointe

Qualifications

1/22/24

Page 5 of 4

- Furnish and install a wind screen on the temporary construction fencing..... \$1,830.00
- Furnish and install a Johns Manville mechanically fastened single ply .060 TPO roof system with one layer of 3.3" R-19 mechanically fastened roof insulation..... \$2,150.00
- Furnish and install an electric motor for the OH door \$2,550.00
- Furnish and install the interior drywall package per the plans with 1 1/2" horizontal Z furring and R-3 foil backed rigid insulation \$2,200.00
- Paint the interior block walls inside room #100 \$1,500.00
- Run the new water line for the hose bibs into the building's kitchen area if an existing water line is not within 25' of the point of connection shown on the mechanical plans \$1,350.00
- Allowance to provide power for the OH doors electric motor if selected.....\$500.00

END OF DOCUMENT

Exhibit B

Huntington Pointe - Proposed Maintenance / Storage Building
6251 N. Oriole Blvd, Delray Beach, Florida 33484

ENUMERATION OF DRAWINGS

Drawings prepared by:
Slattery & Associates

ARCHITECTURAL			
TITLE	SHEET	DATE	LATEST REVISED DATE
A000	COVER SHEET	08/21/23	
A001	GENERAL INFORMATION	08/21/23	
A100	PARTIAL SITE PLAN	08/21/23	
A101	SITE DETAILS	08/21/23	
A150	PARTIAL DEMOLITION SITE PLAN	08/21/23	
A201	FLOOR PLAN	08/21/23	
A202	ROOF PLAN	08/21/23	
A350	REFLECTED CEILING PLAN	08/21/23	
A400	ELEVATIONJS	08/21/23	
A550	BUILDING AND WALL SECTIONS	08/21/23	
A900	DOOR & FINISH SCHEDULE, DETAILS	08/21/23	

STRUCTURAL			
TITLE	SHEET	DATE	LATEST REVISED DATE
S-1	ROOF FRAMING PLAN AND FOUNNDATION PLAN	08/21/23	
S-2	STRUCTURAL NOTES AND DETAILS	08/21/23	
S-2.1	STRUCTURAL NOTES AND DETAILS	08/21/23	

MECHANICAL			
TITLE	SHEET	DATE	LATEST REVISED DATE
M0.1	MECHANICAL NOTES, LEGEND AND SHEET INDEX	08/25/23	
M1.1	MECHANICAL FLOOR PLAN	08/25/23	
M1.2	MECHANICAL ROOF PLAN	08/25/23	
M2.1	MECHANICAL SCHEDULES AND DETAILS	08/25/23	
M3.1	MECHANICAL SPECIFICATIONS	08/25/23	

ELECTRICAL			
TITLE	SHEET	DATE	LATEST REVISED DATE
E0.1	ELECTRICAL NOTES, LEGEND AND SHEET INDEX	08/25/23	
E1.1	POWER FLOOR PLAN	08/25/23	
E1.2	ROOF POWER PLAN	08/25/23	
E2.1	LIGHTING FLOOR PLAN	08/25/23	
E3.1	ELECTRICAL PANEL SCHEDULES, RISER DIAGRAM AND DETAILS	08/25/23	

EXHIBIT "C" - OTHER PROVISIONS - PAGE 1 OF 2

DC CONSTRUCTION ASSOCIATES, INC.

1. The General Contractor will not be responsible for repair or replacement of existing improvements previously provided by other contractors or firms that do not meet code requirements or have not been completed in satisfactory manner unless these improvements are specifically included in the stated scope.
2. The procedure for providing Releases of Lien shall be as follows: General Contractor shall invoice the Owner on or about the 1st of each month. In accordance with the contract documents, funds are to be issued to the General Contractor by the stipulated date. The General Contractor shall provide to the Owner a General Contractor's Partial Release of Lien current with the funding for that month's invoice. The General Contractor, upon receipt of payment for that month, shall issue checks to the subcontractor's for that billing period. The General Contractor shall receive Releases of Lien from each subcontractor upon payment to that Subcontractor. These subcontractor releases shall be provided to the Owner with the next payment application (on or about the 1st of the next month). This process shall continue through the final draw, which shall substitute Final Releases for Partial Releases. No payments shall be made to subcontractors until the Owner has funded the associated work.
3. The Owner shall purchase and maintain property insurance upon the Work to the full insurable value thereof on a replacement cost basis. Such property insurance shall be maintained until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property. This insurance shall include interests of the Owner, the Contractor and their respective contractors and subcontracts in the Work. The Owner shall be responsible to pay any and all deductibles associated with a claim on this policy. Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, falsework, temporary buildings and debris removal. If the Owner does not intend to purchase such property insurance required, the Owner shall so inform the Contractor prior to commencement of the construction and the Contractor shall have the right to purchase the appropriate coverage and add the cost to the cost of the work, plus overhead and fee on that cost. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, then the Owner shall bear all reasonable costs properly attributable thereto.
4. Any provisions for liquidated damages shall represent the full recoverable damages by the Owner against the Contractor for all claims, damages or remedies relating to timely performance and completion of the project. If no liquidated damages are specified, then no damages are recoverable.
5. For each day that any invoice are past due, per the terms and agreements herein, the contract duration and the date of substantial completion shall be extended one (1) calendar day. These extensions shall be cumulative over the duration of the contract. If a liquidated damages clause is included in the contract, the commencement of damages shall be extended in the same manner as described above.

EXHIBIT "C" - OTHER PROVISIONS - PAGE 2 OF 2

DC CONSTRUCTION ASSOCIATES, INC.

6. Payment due by the Owner to the Contractor, shall not be subject to issues or conditions outside of the terms and scope of this contract.
7. Contractor shall have the right to make a claim in the event costs for materials and labor are affected due to force majeure. Force majeure shall be defined as fire, flood, earthquake, hurricane, unavailability of labor, materials, equipment or fuel; war, acts of terrorism, strike, labor dispute, delays caused by the City or Owner or Acts of God. Except as set forth above, force majeure shall not include delays due to normal inclement weather.

END OF DOCUMENT



Exhibit E

DCCONST-01

BNICHOLSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/2/2024

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

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

PRODUCER: CAL Risk Management, 23 Eganuskee Street, Suite 102, Jupiter, FL 33477. CONTACT NAME: Lori B. Gleason, PHONE: (561) 776-9001, FAX: (561) 427-6730, E-MAIL ADDRESS: lgleason@calllc.com. INSURER(S) AFFORDING COVERAGE: Mt Hawley Insurance Company (37974), Evanston Insurance Company (35378).

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability (MGL0198757), Umbrella Liab (MXL0435329), Workers Compensation and Employers' Liability (MGLV2EUE101746), and Excess Liability (MGLV2EUE101746).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The certificate holder is listed as an additional insured on a primary & non-contributory basis when required by written contract. Waiver of subrogation applies in favor of the certificate holder when required by written contract. Cancellation 30-days' notice of cancellation applies except 10-days for non-payment of premium per policy terms and conditions in favor of the Certificate Holder.

CERTIFICATE HOLDER

CANCELLATION

Certificate holder: Huntington Pointe Association Inc, 6251 N. Oriole Boulevard, Delray Beach, FL 33484. Cancellation notice: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE signature.

Exhibit F

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	Pre-Construction	65 days	Mon 8/20/24	Fri 10/18/24		
2	Estimated Permit Review Issuance Time Frame	65 days	Mon 8/20/24	Fri 10/18/24		
3	Construction	65 days	Mon 8/20/24	Fri 10/18/24		
4	Site Demo	2 days	Mon 8/20/24	Tue 8/21/24		
5	Mobile Tree removal (Pending permit issuance)	4 days	Wed 8/21/24	Mon 8/27/24		
6	Layout building pad	1 day	Mon 8/26/24	Mon 8/26/24		
7	Construct building pad	7 days	Tue 8/27/24	Mon 9/2/24		
8	Form & pour slab & dumpster footings	7 days	Tue 8/27/24	Mon 9/2/24		
9	UC Electrical rough	4 days	Wed 8/28/24	Fri 8/30/24		
10	Block ID T81 & Dumpster enclosure block	7 days	Tue 9/3/24	Mon 9/9/24		
11	Form and pour T81 & pour dumpster cap	4 days	Wed 9/4/24	Mon 9/9/24		
12	Install joint package	5 days	Mon 9/9/24	Mon 9/16/24		
13	Back to prepact & pour cap	3 days	Tue 9/10/24	Thu 9/12/24		
14	Install RTU reinforcement & screen wall posts	1 day	Fri 9/13/24	Fri 9/13/24		
15	Complete decking install, mechanical screening, and dumpster gases	2 days	Mon 9/16/24	Tue 9/17/24		
16	Roofing	1 day	Mon 9/16/24	Mon 9/16/24		
17	Install man door and OH floor packages	1 day	Tue 9/17/24	Tue 9/17/24		
18	Install boiler and HVAC equipment	5 days	Wed 9/18/24	Mon 9/24/24		
19	Shuco building & Dumpster enclosure	1 day	Tue 9/17/24	Tue 9/17/24		
20	OH mechanical rough	3 days	Thu 9/19/24	Fri 9/20/24		
21	Drywall framing & insulation	2 days	Mon 9/23/24	Tue 9/24/24		
22	Mechanical, Electrical, & Framing inspections	2 days	Wed 9/25/24	Thu 9/26/24		
23	Hang drywall w/ inspection	4 days	Mon 9/23/24	Thu 9/26/24		
24	Finish drywall	3 days	Tue 9/24/24	Thu 9/26/24		
25	Prime & first coat interior walls	1 day	Thu 9/26/24	Thu 9/26/24		
26	ACT ceiling grid	1 day	Fri 9/27/24	Fri 9/27/24		
27	Prep and pour sidewalks & curbs	4 days	Mon 9/30/24	Thu 10/3/24		
28	Electrical and Mechanical into grid	3 days	Tue 10/1/24	Thu 10/3/24		
29	Drop ceiling tiles	2 days	Wed 10/2/24	Thu 10/3/24		
30	Misc electrical patching	1 day	Thu 10/3/24	Thu 10/3/24		
31	Final paint- Interior	3 days	Mon 10/7/24	Thu 10/10/24		
32	Final paint- Exterior	3 days	Mon 10/7/24	Thu 10/10/24		
33	Final inspections	5 days	Mon 10/7/24	Fri 10/12/24		

Project: Henderson Construction, Sdn Bhd
 Task: Pre-Construction Construction Site Demo Mobile Tree removal (Pending permit issuance) Layout building pad Construct building pad Form & pour slab & dumpster footings UC Electrical rough Block to T81 & Dumpster enclosure block Form and pour T81 & pour dumpster cap Install joint package Back to prepact & pour cap Install RTU reinforcement & screen wall posts Complete decking install, mechanical screening, and dumpster gases Roofing Install man door and OH floor packages Install boiler and HVAC equipment Shuco building & Dumpster enclosure OH mechanical rough Drywall framing & insulation Mechanical, Electrical, & Framing inspections Hang drywall w/ inspection Finish drywall Prime & first coat interior walls ACT ceiling grid Prep and pour sidewalks & curbs Electrical and Mechanical into grid Drop ceiling tiles Misc electrical patching Final Paint- Interior Final Paint- Exterior Final inspections

Progress: 100%

Summary: 100%

External Tasks: 100%

External Milestone: 100%

Deadline: 100%

Page 1

HPA COMMITTEES

Updated 12/28/2023

Bench Committee - No scheduled meeting times / dates

The bench committee developed policy for the donation of replacement benches. They also oversee the location of benches.

Sandy Dymbort, Chair	561-901-7712	sandradymbort@gmail.com
Wayne Goodman		
Phyllis Sandler		

Café Committee - Meets as necessary

Interfaces with the Cafe operator

Shirley Kafka, Chair	561-270-7090	shirlkaf@aol.com
Marvin Klenosky		
Hal Pugach		
Ed Sanderson		

Calendar Committee - Meets in April, June and September

Coordinates special events and meeting dates of the various clubs, phases and HPA

Sharon Cadoff, Chair	561-496-3672	sjcadoff@aol.com
Mary Rudnick		
Various club representatives		

Concert Series - No set meeting dates

Plans and manages the Concert Series

Esley Isseks, Chair	718-791-8248	esleyiz1490@gmail.com
Mary Rudnick		
Iris Serin		

Entertainment Committees - No set meeting dates

Plans and manages Theater shows- No scheduled meeting times

Shirley Kafka, Co-chair	561-270-7090	shirlkaf@aol.com
Mary Rudnick, Co-Chair		
Steve Gellert		
Rhona Pincus		

Events Committees

Plans and manages special HPA events - No scheduled meeting times

Shirley Kafka, Chair	561-270-7090	shirlkaf@aol.com
Susan Benoit		
Paul Cohen		
Frankie Goldstein		
Esley Isseks		
Marlene Kraut		
Arlene Pugach		

Janis Spector

Fitness Classes

Schedules classes and interfaces with the fitness vendor

Gloria Santolini, Chair	201-396-1022	gmsantolini@gmail.com
Jineen Pavesi		
Karen Gerry		
Nina Solomon (Water Aerobics)		

Library Committee - No meetings scheduled

Maintains the HP library

Hillary Yagerman, Chair	561-865-2056	yagermanhillary@gmail.com
Susan Benoit		

Lifestyles - No meetings scheduled

Designs and edits the HP magazine

Sandy Dymbort, Editor	561-901-7712	sandradymbort@gmail.com
JoAnn Padilla - Ad sales		
Sue Loeser - Proofreader		
Phyllis Sandler - Proofreader		

Movie Committee - Second Wednesday 9AM

Selects and manages movies in the HP theater

Bobbie Sherman, Chair	561-637-6828	nanapapasherm@aol.com
Eileen Feldman		
Jo Ann Goodman		
Elaine Morrell		
Sylvia Roye		

Recreation & Health Committee - No set meeting dates

Coordinates gym and interfacs with athletic clubs

Abe Friedman - Co-Chair	561-495-9099	abef2@aol.com
Gloria Santolini - Co-Chair	201-396-1022	gmsantolini@gmail.com
Various club representatives		

Safety Committee - Still being formed

Develops and maintains safety policies

No Chair		
Wayne Goodman		wgoodman@outlook.com

Security Committee - No set meetings

Advises on security matters concerning HP

Harvey Shapiro, Chair	516-610-4747	hs0121@gmail.com
Paul Kaplan		
Linda Ostach		

Swimming Pool Committee - Meets as needed

Responsible for maintenance and upkeep of the swimming pools		
Eileen Tucker, Chair	561-498-9858	ellie407@aol.com
Karen Cuozzi		
Marlene Kraut		
Lance Schultz		

Technology Committee - No set meetings

Advises on technology issues		
Harvey Shapiro, Chair	516-610-4747	hs0121@gmail.com

Website Committee - Still being formed

At present, the committee supervises the development of the HP website. Committee will set guidelines and present them to the Board		
No Chair		
Sue Loeser		sueloeser@gmail.com
Wayne Goodman		wgoodman@outlook.com

House Committee - New committee if there is a need

Landscaping - No longer a committee - Board liason works with management and landscaper

Long Term Planning Committee - Dormant

Public Relations Committee - New committee if there is a need

Ticket Sales/Box Office - Not a committee. Volunteers staff the box office



Huntington Pointe Clubhouse Renovation

April 15th, 2024



Project Team



Arc4 (formerly Slattery & Associates) – Architect + Construction Management



Bliss Construction – General Contractor



Zabik & Associates – Project Manager



DC Construction - Maintenance



Royal Palm Pools – Spa Construction



Mako Pools – Pool Construction



Wyman Legal Solutions – Attorney

Project Management

Huntington Pointe Oversight

- Huntington Pointe Board
- Steering Group

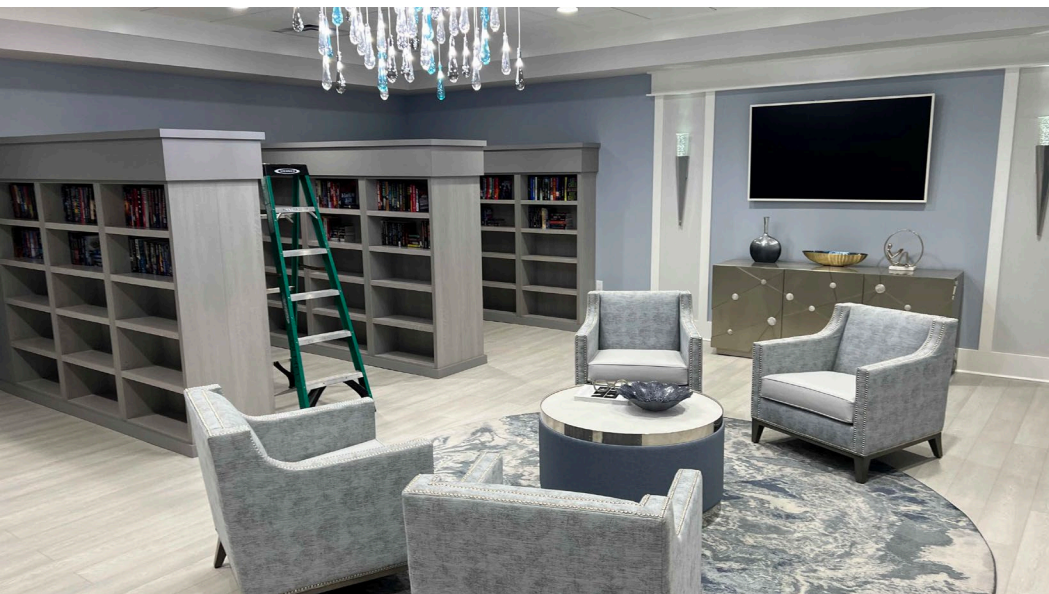
Comprehensive Project Management – Zabik

- Weekly Progress Meetings
- Onsite Management
- Administer all Contracts
- Process Driven – Procedures
 - Invoices
 - Pay Applications & Lien Releases
 - Certificates of Insurance (COI)
- Monthly Board Updates
- Construction Schedule Management
- **Project Closeout**



Current Status

- Bliss: Complete.
- Spa: The spa construction is underway under a new hired contractor.
- Maintenance Building: DC Construction is currently finalizing their contract, and has submitted the permit.
- Exterior & Interior Pool Renovations: Exterior Pool is 100% complete; the interior pool is 50% complete.
- Poolside Awning & Chuppa Area Construction: Awaiting pool and spa construction.
- Closeout of Contracts: Currently working through closeout punchlist.
- Final Payments: Release final payments to contractors and subcontractors based on the completion of punchlist and receipt of warranties and operation manuals.



Maintenance Building

- DC Construction selected
- Plans are submitted for permit
- Required by PBC Code enforcement
- Existing shed cited and removed

Huntington Pointe Clubhouse Maintenance Building 3/4/2024

	Budget 11/01/2023	Budget Changes	Current Budget	Invoiced / Spent to Date	Remaining Balance
Hard Costs					
Hard Costs	\$ 470,177		\$ 470,177		\$ 470,177
Hard Cost Contingency	\$ 46,000		\$ 46,000		\$ 46,000
Total Hard Costs	\$ 516,177		\$ 516,177		\$ 516,177
Soft Costs					
Permit/ Zoning Fees	\$ 16,000		\$ 16,000		\$ 16,000
Legal	\$ 2,500		\$ 2,500		\$ 2,500
Architecture	\$ 38,750	\$ 17,000	\$ 55,750	\$ 32,252	\$ 23,499
Landscape Design	\$ 8,000		\$ 8,000	\$ 1,575	\$ 6,425
Soil Testing, Densities & Concrete Test	\$ 4,500		\$ 4,500	\$ 3,750	\$ 750
Civil Engineering & Surveying	\$ 26,300		\$ 26,300		\$ 26,300
Siteplan approval	\$ 3,000		\$ 3,000	\$ 2,944	\$ 56
Impact Fee	\$ 10,000		\$ 10,000		\$ 10,000
Owners and Soft Contingency	\$ 20,000		\$ 20,000		\$ 20,000
Total Soft Costs	\$ 129,050	\$ 17,000	\$ 146,050	\$ 40,520	\$ 105,530
Budget	\$ 645,227	\$ 17,000	\$ 662,227	\$ 40,520	\$ 621,707



Recommendations

- Recommendation to proceed with DC Construction as the General Contractor for the Maintenance Building, pending legal review and contract execution.
- Continue to monitor close out of the Clubhouse contract
- Prepare for construction of the maintenance building



HUNTINGTON POINTE MAINTENANCE BUILDING

BID COMPARISON

DESCRIPTION		DC Construction - Proposal Dated: 01/22/2024	Bliss Construction - Proposal Dated: 08/01/2022 ***	All-Site Construction - Proposal Dated: 11/14/2023
HARD COST				
01	General Requirements	\$ 58,040.00	\$ 53,100.00	\$ 57,825
02	02 Site Construction **	\$ 63,831.00	\$ 17,500.00	\$ 18,665
03	03 Concrete	\$ 88,907.00	\$ 108,000.00	\$ 111,950
04	04 Masonry	\$ -	\$ 23,000.00	\$ -
05	05 Metals	\$ 60,740.00	\$ 30,500.00	\$ 68,500
06	06 Wood & Plastics	\$ 2,280.00	\$ 500.00	\$ 3,000
07	07 Moisture Protection (Roofing)	\$ 42,000.00	\$ 22,400.00	\$ 27,090
08	08 Doors, Windows, Glass	\$ 12,130.00	\$ 8,600.00	\$ 12,320
09	09 Finishes (Stucco, drywall, flooring & Ceiling)	\$ 39,922.00	\$ 51,700.00	\$ 51,760
10	10 Specialties	\$ 500.00		\$ -
11	11 Equipment			\$ -
12	12 Furnishing			\$ -
13	13 Special Construction			\$ -
14	14 Conveying System			\$ -
15	15 Mechanical (Hvac & Plumbing)	\$ 25,110.00	\$ 21,500.00	\$ 26,700
16	16 Electrical	\$ 33,005.00	\$ 22,500.00	\$ 24,967
	Permits	\$ -	\$ 8,636.00	\$ 5,903
	Contingency		\$ 25,000.00	\$ 16,829
	Gen Lia Insurance	\$ 4,000.00	\$ 5,976.00	\$ 3,553
	Contractor Fee/ OH& P	\$ 39,712.00	\$ 45,000.00	\$ 48,033
Sub-total for GC:		\$470,177.00	\$443,912.00	\$477,095.00
SCHEDULE				
	Duration after permit approval	60 DAYS	NOT PROVIDED	73 DAYS
SOFT COST				
1	Owner Contingency	\$ 50,000	\$ 50,000	\$ 50,000
2	Landscape Replacement	\$ 25,000	\$ 25,000	\$ 25,000
3	Permit/ Zoning Fees	\$ 16,500	\$ 16,500	\$ 16,500
4	Legal	\$ 5,000	\$ 5,000	\$ 5,000
5	Project Management	\$ 30,000	\$ 30,000	\$ 30,000
6	Architecture	\$ 38,750	\$ 38,750	\$ 38,750
7	Landscape Design	\$ 6,000	\$ 6,000	\$ 6,000
8	Geotechnical Engineering/ Testing	\$ 4,500	\$ 4,500	\$ 4,500
9	Civil Engineering & Surveying	\$ 20,600	\$ 20,600	\$ 20,600
10	Site plan approval	\$ 3,000	\$ 3,000	\$ 3,000
11	Builders Risk**	\$ 8,000	\$ 8,000	\$ 8,000
Sub-total for soft cost:		\$ 207,350	\$ 207,350	\$ 207,350
Total Cost:		\$677,527.00	\$651,262.00	\$684,445.00

NOTES:

- ** Site work allowance included in DC Construction budget. None included in Bliss or Allsite cost (\$46k additional).
- *** Bliss construction provided verbal proposal in excess of \$500k; The above cost are taken from proposal dated 08/01/2022
- *** Allsite proposal: Cost were changed for items in red to eliminate value engineering savings included in proposal (Price leveling)

Description	Loan	Reserves	Notes
Balance to Bliss Construction	\$ 800,000		Zabik & our attorney are negotiating
Renovation Overage Costs	\$ 289,908		Estimate through end of 2024
Maintenance Building	\$ 700,000		
Contingency	\$ 175,000		10% of the amount

Clubhouse Roof		\$ 1,000,000	Based on 2021 estimate plus 30%
----------------	--	--------------	---------------------------------

Outdoor dining pavers & landscaping	\$ 34,680		Maxximum
Outdoor dining furniture	Paid		Already paid from the renovation budget

Landscaping - Main Pool		Paid	\$19,900 already paid from 2023 Surplus
Landscaping - Clubhouse rear (Lake side)		Paid	\$31,348 already paid from Landscaping Operations
Landscaping - Clubhouse front		Paid	\$12,345 already paid from Landscaping Operations

Additional security / Zoom cameras	\$ 4,619		\$10,381 already paid from 2023 Surplus
------------------------------------	----------	--	---

Indoor Pool renovation		\$ 29,117	50% (\$29,117) already paid from reserves
Outdoor (Main) pool renovation		\$ 32,635	50% (\$32,635) already paid from reserves
Pool LED Lights		\$ 6,568	50% (\$6568) already paid from reserves
Main & indoor pool furniture	Paid		Already paid from the renovation budget

Swimming Pool consultant		??	To guide the Board on repair options
North Pool renovation		\$ 65,000	North Pool already has pavers ??? walls/floors.fixtures/paint Mens and Womens
North Pool pavers		\$ -	
North Pool furniture		\$ 40,000	
North Pool bathroom renovation		\$ 40,000	
North Pool total rebuild		??	
East Pool renovation		\$ 65,000	??? walls/floors.fixtures/paint Mens and Womens
East pool pavers		\$ 65,000	
East Pool furniture		\$ 40,000	
East Pool bathroom renovation		\$ 40,000	
East Pool total rebuild		??	
West Pool renovation		\$ 65,000	??? walls/floors.fixtures/paint Mens and Womens
West Pool pavers		\$ 65,000	
West Pool furniture		\$ 40,000	
West Pool bathroom renovation		\$ 40,000	
West Pool total rebuild		??	

Tennis Court renovation Pickleball lights	\$ 75,000	\$ 225,000	Court consultant is assesing options and costs
--	-----------	------------	--

Bocce Court (New)		Paid	Already paid from the 2023 surplus
	\$ 2,079,207	\$ 1,858,320	

Good morning,

I'm addressing you today as a non-member of the Renovation Group to present a status report on our pending and proposed capital projects. Susan Levine and I thought it was important to have a fresh perspective on our status regarding the projects that need to be done and how to pay for them.

A few weeks ago, Norman Berk, an HPA Board member at the time, offered to do a study of just that, and much of his research will be included in this report. It's important to understand that financing is not a linear process. There are ways of analyzing the same data and drawing different conclusions. What the Board will need to do, with your input, will be to decide which path to take while balancing owner desires with our collective ability to pay for them.

This report is divided into three sections: where we are now, what projects need to be done, and how we intend to pay for them.

Part 1 – Where are we now?

A little history. Last year, in a plan to renovate our 3 satellite swimming pools, create outdoor dining at the café, and several other things not included in the clubhouse renovation budget, the Board borrowed 2 million dollars from the remaining unused line of credit from the clubhouse renovation. The Bank offered us the additional money at the same low 3.7% interest rate as they did for the clubhouse renovation.

Things have changed since then. Our new maintenance building, which our general contractor, Dutch Bliss, informally estimated to cost \$400,000 last year, has been significantly amended. The \$400,000 was based on the assumption that Bliss' contractors would do the work while finishing the clubhouse. Over time, the Bliss price increased to \$450,000 and then to \$500,000 when the permitting for the building was held up. And at no point did Bliss include the ~\$200,000 in soft costs in their pricing, an amount that will need to be paid regardless of which contractor does the work.

The renovation group explored other building options to reduce the cost, but the County insisted that the maintenance building needs to be constructed in the same manner as the adjoining clubhouse.

So, as distasteful as it is to us all, the maintenance building that we need, stripped of all frills, will cost about \$700,000.

Also, our final closeout costs for the clubhouse have skyrocketed due primarily to previously unbilled change orders. While this is not uncommon for projects like ours, the amount is staggering and is still being negotiated.

The result is that most of that \$2 million is already earmarked, with no additional projects included.

So, the renovation group and Board asked the bank for up to \$2 million more to pay for the additional projects, again at 3.7% interest. We were in a time crunch because the Bank gave us only 5 or 6 weeks to complete the process, which included bank certifications and additional documents to be drawn up, Board approval, attorney review, and finalization—all in the middle of the December holiday season.

Then, in January, we were taken by surprise. The two new bank draws of \$2 million each were intended to happen only as we needed the money, thus deferring principal payments until the money was spent. Instead, the bank deposited the entire \$4 million into an account for us, with many restrictions on its use, and started requiring repayment immediately. That means that we are now repaying a loan that was never used.

This was unexpected, to say the least, but more importantly, we knew that the money would not be needed until several months later. The low 3.7% interest rate was the driving force behind the loan addition, but now we are repaying a loan that hasn't been used.

The Board hasn't been sitting idle, though. Before determining how much we need to spend, we need to know the final clubhouse closeout cost. We need to decide how much renovation of the satellite pools is warranted. Should

they be cosmetic upgrades or complete rebuilds? How much can we spend on tennis and pickleball upgrades? And many more items.

That raises the question of how much we can afford to repay without putting our finances in peril. Some of the projects can be paid out of our reserve fund, but we won't know how much will be available until our new reserve study, scheduled for next month, is complete. As many know, an outside company writes and updates the reserve study annually. It is our guide to what capital improvements should be made when they should be made, and what the expected cost will be. The new clubhouse should alter the findings, but we won't know that answer for several weeks.

Part 2 – What needs to be done

(put up spreadsheet)

These spreadsheets will give you an idea of what is on the drawing board. They are broken out by subject and collectively shown together at the end.

1. The first items are the “closeout items”. They are what we need to spend, calculated as recently as last week, to complete the clubhouse and maintenance building,
2. Clubhouse roof
 - a. RAI Roof Consultants were hired. We need the scope, RFP, contractor selection, contract negotiation, and ordering and waiting for tiles. In Phase 2, this took nearly a year.
 - b. Cost is projected from 2021 review with a suggested 30% increase
3. Outdoor café dining
 - a. Pavers and landscaping to be done by Maximum, HP's landscaping company
 - b. The furniture has already been bought, paid for and is in storage
 - c. Work cannot start until the outdoor pool and spa are done.
4. Additional landscaping
 - a. For the main pool and clubhouse have already been paid for
5. Security cameras

- a. Most have already been bought, installed, and paid for
 - b. The balance is for the rear of the clubhouse and maintenance building.
6. Swimming pools
- a. Main and indoor pools are 50% paid for.
 - b. Pool furniture has already been paid for and is in storage.
7. Satellite pools
- a. Mako Pools, our swimming pool maintenance company, has been a big help, but they do not design swimming pools beyond cosmetic upgrades.
 - b. The community has told the Board that they want pools that won't keep breaking down. We need to investigate total rebuilds of pools vs cosmetic upgrades, possibly on a rolling basis
 - c. We need to hire a pool construction consultant to advise the board.
8. Tennis and pickleball
- a. Both groups have asked for upgrades
 - b. HP has been working with Jeff Bingo, manager of the Delray Tennis Center, to gather information on best practices.
 - c. Jeff is working at no cost now but could become a paid consultant for us. He will be able to propose the best solutions for HP, vet vendors, and supervise the work
 - d. Bocce courts are under construction and paid for
 - i. The old one was in dire need of repair.
 - ii. Expanded to two courts due to heavy usage.
9. Totals
- a. Loan proceeds
 - b. Reserve fund expenditures

Part 3 – How do we pay for it all

Now comes the tricky part. How do we fund it all? This is where differing analyses of the data will drive us crazy.

Norman Berk's study uses the expected income from our Community Contribution fund, \$3,500 from apartment and villa sales, and a portion of our reserve fund over the next 10 years, which is the bank's payback period. The plan allows us to keep the entire \$4 million.

The plan assumes 75 unit sales per year, bringing in \$2.7 million in community contributions over the next 10 years, assuming the \$3,500 fee remains the same. It can certainly be increased again if needed. The plan also provides about \$2 million from our reserve fund to help repay the loan.

The plan is sound as long as everything goes according to plan. We must sell 75 units annually and have \$2 million in reserves to spend. While the odds may be in our favor (we have sold more than 75 homes in each of the last five years), there is no guarantee of what might happen in the future. Also, while we may have the \$2 million in reserves, we may have additional needs for the money down the road.

That's a lot of "ifs." While this may be a once-in-a-generation opportunity to use cheap money, the board must remember that we are spending our owners' money before committing to a plan. If something goes awry, we'll all be paying the price down the road.

Bonnie Parton, Marvin Chery, and Campbell Management CFO Evan Bradley have voiced skepticism, citing the use of uncertain future income to pay for these projects. They are concerned that we might place ourselves on a risky financial footing. Our auditor at Gerstle Rosen hasn't commented yet.

However, the final decision is ours. The Board must listen to owners, Managers, and financial professionals and make the best-informed decision possible. Each Board member has an equal vote. To paraphrase Harry Truman, the buck stops with the twelve of us.

Alternatively, the HPA Executive Committee proposes a more measured approach but with caution.

1. Return a portion of the \$4MM loan right away.

- a. While we won't have a large cache of funds to draw on, some of the projects are not ready to be started yet, and it might be several months before the money is used.
 - b. While we don't know what the future needs of our reserve budget are, there is presently about \$2.2 million in that fund,
 - c. Our reserve budget is funded through a portion of our quarterly maintenance fees. Presently, \$65,000 per month is deposited into reserves, which is more than \$750,000 per year.
2. The Community Contribution Fund was established to create a pool of money to be used...after it was raised...to pay for projects that might otherwise be unaffordable or budgeted.
 - a. By allocating the proceeds of 50 or 55 units per year rather than 75 units, we retain a portion of the Community Contribution Fund for future purposes.
3. On the other side of the coin
 - a. We don't know the Bank's re-amortization policy. When loans are substantially paid down, a bank often recalculates or re-amortizes a loan's payment schedule. The monthly payment is adjusted based on the actual outstanding balance. What that means to us is that if we return money to them now, we might still have to make monthly payments to them for many months as if we kept the entire amount

Conclusion

The community has some tough decisions to make. Our finances are limited, and we must weigh our priorities against them. We can:

1. Borrow \$4 million to complete the present work. We would allocate the Community Contribution fund for the next ten years. By committing to a large loan, we will also put pressure on our future finances.
2. Borrow less, thus committing less money to repayment, but at the possible cost of not completing all projects. This is a more conservative approach, but it may result in a need for more funding in future years.

3. The issue at this juncture is that there still are many unknowns
 - a. What will the new reserve study tell us
 - b. What will the clubhouse closeout finally cost
 - c. What will the tennis and pickleball courts potentially cost, based on proposals from professionals?
 - d. What will rebuilding the satellite pools cost instead of renovating? Should we decide to go that route?
 - e. What is the Bank's re-amortization policy?

With all the outstanding questions, we may want to table any vote on returning money for another 30 days. This will give us time to get these answers and make a more informed decision.

If we are going to delay the decision, you may ask...what has the Board been doing all these months instead of getting going on the work? In a nutshell, those involved with the process have been:

1. Negotiating the clubhouse's closeout cost. This requires accounting and legal assistance, but the owner/volunteers did a lot of the work.
2. Working with Zabik and Associates to settle the final details of the maintenance building. Questions about restrooms and a slop sink in the building needed to be worked out to satisfy owner queries before permits could be filed.
3. Working with Jeff Bingo to get preliminary guidance on court renovations.
4. Questioning Mako Pools about their capabilities in rebuilding the satellite pools and getting names of consultants and vendors who can help us.
5. Working with Delray Awning to complete the canopy area at the main pool
6. Working on punch list items at the clubhouse, including interior doors that are not up to standard, saunas that were not built properly, balancing the cooling system, and many more small items.

7. All this happened in the middle of election season, when the makeup of the HPA and Phase Boards was uncertain, and projects generally slow down until new Boards are seated.

Thank you for your attention,

Wayne Goodman
HPA Vice President

Monthly Financial Package

Huntington Pointe Association, Inc.

02/29/2024

Prepared by:



Serving South Florida Since 1953

1215 East Hillsboro Blvd
Deerfield Beach, FL 33441
(954) 427-8770

Huntington Pointe Association, Inc.

Balance Sheet For 2/29/2024

Operating Cash

00105 - BB&T Bank - OP - .01%	\$248,793.05
00110 - Alliance Association Bank	\$656,562.09
00114 - AAB Cafe/Toast Account	\$45,228.71
00117 - Alliance Bank Thundertix Acct	\$54,039.34
00118 - Alliance Bank Red/Blue Cards Acct	\$2,310.52

Total Operating Cash

\$1,006,933.71

Special Assessment Cash

00111 - SouthState Bank S/A 1.66%	\$372,431.71
00112 - Due to S/A from phases	\$145,377.74
00113 - S/A Exchange	\$99.27
00116 - S/A Receivable	\$8,928.98
00119 - Due from loan - SA	\$4,000,000.00

Total Special Assessment Cash

\$4,526,837.70

Reserve Cash

00402 - BB&T Bank - RSV - .01%	\$383.32
00410 - Merrill Lynch Investment CDs	\$512,729.88
00411 - AAB Comm Contribution	\$374,759.54
00412 - Alliance Assoc Bank RSV	\$1,852,286.97

Total Reserve Cash

\$2,740,159.71

Other Current Assets

01103 - Other Receiveables	\$54,759.20
01200 - Prepaid Insurance	\$49,059.98
01201 - Prepaid Expenses	\$17,779.45
01205 - Prepaid Cafe' Assessment	(\$77,699.32)

Total Other Current Assets

\$43,899.31

Total Assets

\$8,317,830.43

Current Liabilities

03004 - Deferred "The Lifestyle" Inc	\$13,315.00
03005 - Deferred Maintenance	\$372,880.84
03007 - Deferred Resident Debit Cards	\$163.72
03011 - Deferred Carports	\$100,333.31
03014 - Accrued Expenses	\$185,678.40
03017 - Operating Lease Costs (Navitas)	\$18,059.66

Total Current Liabilities

\$690,430.93

Loan / Special Assessment

03220 - Loan Payable	\$3,644,009.71
03225 - Loan Interest Expense	(\$151,100.65)
03230 - Special Assess Exp	(\$12,046,325.10)
03235 - Prepaid Special Assessment	\$55,742.10
03240 - Bank Interest Income	\$20,154.35
03245 - S/A L/F's & Interest	\$8,780.08
03248 - Special Assessment Income	\$8,995,577.21
03249 - Due from Loan	\$4,000,000.00

Total Loan / Special Assessment

\$4,526,837.70

Reserve Liability

03744 - Reserves - Roof	\$177,774.86
-------------------------	--------------

Huntington Pointe Association, Inc.

Balance Sheet For 2/29/2024

03749 - Capital Improvements	\$2,114,226.50	
03999 - Reserve - Interest	\$73,398.81	
04300 - Community Contribution	\$374,759.54	
Total Reserve Liability		\$2,740,159.71
Equity		
04500 - Fund Balance	\$549,395.23	
04501 - Prior Year Adjustments	(\$35,081.01)	
04503 - Prior Years Surp/Deficit	(\$183,333.42)	
04550 - Current Year Net Income/(Loss)	\$29,421.29	
Total Equity		\$360,402.09
	Total Liabilities / Equity	\$8,317,830.43

Huntington Pointe Association, Inc.

Statement of Revenues and Expenses 2/1/2024 - 2/29/2024

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Income							
Revenue							
05000 - Maintenance Assessments	359,621.58	359,621.58	-	719,243.16	719,243.16	-	4,315,459.00
05001 - Carports	3,200.00	3,200.00	-	6,400.00	6,400.00	-	38,400.00
05028 - Prior Years' Surplus/(Deficit)	4,166.67	4,166.67	-	8,333.34	8,333.34	-	50,000.00
05530 - Interest/Investment Income	280.43	-	280.43	394.51	-	394.51	-
05535 - Cafe Assess/Members' Credit	5,480.00	5,480.00	-	10,960.00	10,960.00	-	65,760.00
05540 - Patio Application Fee	-	250.00	(250.00)	1,050.00	500.00	550.00	3,000.00
05545 - Patio Quarterly Dues	1,487.50	500.00	987.50	1,487.50	1,000.00	487.50	6,000.00
05560 - Lifestyle Income	1,905.00	2,500.00	(595.00)	3,156.00	5,000.00	(1,844.00)	30,000.00
05565 - Entertainment Income	3,453.64	5,000.00	(1,546.36)	12,509.01	10,000.00	2,509.01	60,000.00
05566 - Concert Series	1,310.00	3,750.00	(2,440.00)	4,314.00	7,500.00	(3,186.00)	45,000.00
05570 - Miscellaneous Income	605.00	-	605.00	1,035.00	-	1,035.00	-
05575 - Bench Income	-	416.67	(416.67)	-	833.34	(833.34)	5,000.00
Total Revenue	381,509.82	384,884.92	(3,375.10)	768,882.52	769,769.84	(887.32)	4,618,619.00
Total Income	381,509.82	384,884.92	(3,375.10)	768,882.52	769,769.84	(887.32)	4,618,619.00

Expense

General & Administrative

09010 - Accounting Fees	666.67	666.67	-	1,333.34	1,333.34	-	8,000.00
09012 - Legal Fees	550.00	833.33	283.33	550.00	1,666.66	1,116.66	10,000.00
09013 - Paving Lawsuit	-	2,083.33	2,083.33	6,318.50	4,166.66	(2,151.84)	25,000.00
09030 - Office Expenses	3,579.16	2,500.00	(1,079.16)	5,274.60	5,000.00	(274.60)	30,000.00
09031 - Office Leased Equipment	283.65	416.67	133.02	283.65	833.34	549.69	5,000.00
09033 - Web Page/Internet	-	125.00	125.00	140.00	250.00	110.00	1,500.00
09034 - Subscriptions	814.92	666.67	(148.25)	1,100.52	1,333.34	232.82	8,000.00
09035 - Cafe Assessment Exp	5,480.00	5,480.00	-	10,960.00	10,960.00	-	65,760.00
09060 - Lifestyle Expense	-	2,500.00	2,500.00	3,101.07	5,000.00	1,898.93	30,000.00
09072 - Insurance	39,489.05	41,666.67	2,177.62	78,978.10	83,333.34	4,355.24	500,000.00
09075 - Taxes, Fees, Licenses & Permit	-	750.00	750.00	775.00	1,500.00	725.00	9,000.00
09076 - Contingencies	-	1,250.00	1,250.00	-	2,500.00	2,500.00	15,000.00
09077 - Working Capital / Fund Balance	-	1,250.00	1,250.00	-	2,500.00	2,500.00	15,000.00
Total General & Administrative	50,863.45	60,188.34	9,324.89	108,814.78	120,376.68	11,561.90	722,260.00

Utilities

07110 - Electricity	20,564.82	20,833.33	268.51	41,929.50	41,666.66	(262.84)	250,000.00
07112 - Water & Sewer	4,317.36	5,416.67	1,099.31	8,364.67	10,833.34	2,468.67	65,000.00
07120 - Telephone	2,792.01	1,250.00	(1,542.01)	4,749.29	2,500.00	(2,249.29)	15,000.00
Total Utilities	27,674.19	27,500.00	(174.19)	55,043.46	55,000.00	(43.46)	330,000.00

Property Management

09015 - Management Contract	3,560.93	3,630.83	69.90	7,121.86	7,261.66	139.80	43,570.00
09086 - Staffing	80,259.19	71,250.00	(9,009.19)	152,704.69	142,500.00	(10,204.69)	855,000.00

Huntington Pointe Association, Inc.

Statement of Revenues and Expenses 2/1/2024 - 2/29/2024

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Expense							
Total Property Management	83,820.12	74,880.83	(8,939.29)	159,826.55	149,761.66	(10,064.89)	898,570.00
Repairs & Maintenance							
07410 - R & M General	2,095.83	4,583.33	2,487.50	6,112.35	9,166.66	3,054.31	55,000.00
07412 - R&M - Air Conditioning	-	416.67	416.67	-	833.34	833.34	5,000.00
07413 - R&M - Plumbing	-	833.33	833.33	2,795.00	1,666.66	(1,128.34)	10,000.00
07414 - R&M - Electrical	6,122.25	2,083.33	(4,038.92)	9,111.28	4,166.66	(4,944.62)	25,000.00
07415 - Trash Removal	1,588.76	2,083.33	494.57	3,094.60	4,166.66	1,072.06	25,000.00
07417 - Janitorial Supplies	1,026.58	2,500.00	1,473.42	1,831.10	5,000.00	3,168.90	30,000.00
07419 - Post Const 1X Expense	(2,120.76)	-	2,120.76	5,752.36	-	(5,752.36)	-
07420 - Equipment Purchase/Upgrade	-	416.67	416.67	-	833.34	833.34	5,000.00
07421 - R & M - Gate Maintenance	1,700.29	833.33	(866.96)	2,295.67	1,666.66	(629.01)	10,000.00
07423 - R & M - Pools & Spas	2,797.98	4,166.67	1,368.69	2,954.99	8,333.34	5,378.35	50,000.00
07424 - R & M - Cafe	-	416.67	416.67	-	833.34	833.34	5,000.00
07425 - R&M Elevators	2,574.91	-	(2,574.91)	2,574.91	-	(2,574.91)	-
Total Repairs & Maintenance	15,785.84	18,333.33	2,547.49	36,522.26	36,666.66	144.40	220,000.00
Grounds & Facilities							
07210 - Security Contract	25,970.22	23,530.00	(2,440.22)	49,445.60	47,060.00	(2,385.60)	282,360.00
07211 - Fire/Security	313.02	1,250.00	936.98	621.09	2,500.00	1,878.91	15,000.00
07212 - Cleaning Service	5,952.00	5,952.00	-	11,904.00	11,904.00	-	71,424.00
07215 - Pool/Spa Contract	5,655.00	5,833.33	178.33	11,310.00	11,666.66	356.66	70,000.00
07217 - Clubhouse - Fuel	111.97	1,250.00	1,138.03	111.97	2,500.00	2,388.03	15,000.00
07218 - Elevator Contract	500.00	1,000.00	500.00	823.65	2,000.00	1,176.35	12,000.00
07220 - Visitor Management	1,107.63	1,500.00	392.37	2,215.26	3,000.00	784.74	18,000.00
07221 - AC Contract	-	1,876.67	1,876.67	-	3,753.34	3,753.34	22,520.00
07222 - Holiday Decorations	-	473.42	473.42	-	946.84	946.84	5,681.00
07223 - Golf Cart Contract	2,407.50	2,270.00	(137.50)	3,807.06	4,540.00	732.94	27,240.00
07230 - Landscape Svcs/Tree Trimming	51,520.20	58,750.00	7,229.80	103,040.40	117,500.00	14,459.60	705,000.00
07231 - Irrigation Repairs/Maintenance	5,856.08	1,250.00	(4,606.08)	5,856.08	2,500.00	(3,356.08)	15,000.00
07235 - Landscape Maintenance	-	4,166.67	4,166.67	-	8,333.34	8,333.34	50,000.00
07236 - Pest Control - Common	941.46	1,000.00	58.54	1,882.92	2,000.00	117.08	12,000.00
07238 - Lake Maintenance	722.07	750.00	27.93	1,444.14	1,500.00	55.86	9,000.00
07239 - Bench Expense	1,210.87	416.67	(794.20)	1,210.87	833.34	(377.53)	5,000.00
07240 - Cafe Operations	545.24	2,500.00	1,954.76	3,721.16	5,000.00	1,278.84	30,000.00
07250 - Carport Expense	596.17	3,200.00	2,603.83	1,192.34	6,400.00	5,207.66	38,400.00
Total Grounds & Facilities	103,409.43	116,968.76	13,559.33	198,586.54	233,937.52	35,350.98	1,403,625.00
Recreation							
08010 - Entertainment	12,424.91	5,000.00	(7,424.91)	19,335.93	10,000.00	(9,335.93)	60,000.00
08011 - Concert Series	350.00	3,750.00	3,400.00	9,787.04	7,500.00	(2,287.04)	45,000.00
08012 - Events	-	833.33	833.33	480.49	1,666.66	1,186.17	10,000.00
08015 - Movies	1,011.15	1,250.00	238.85	2,022.30	2,500.00	477.70	15,000.00

Huntington Pointe Association, Inc.

Statement of Revenues and Expenses 2/1/2024 - 2/29/2024

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Expense							
08020 - Tennis Courts / Bocce Court	-	1,250.00	1,250.00	13.90	2,500.00	2,486.10	15,000.00
08021 - Other Recreation Expenses	611.79	416.67	(195.12)	1,836.92	833.34	(1,003.58)	5,000.00
08025 - Recreation - Health Club	7,447.25	7,500.00	52.75	13,330.30	15,000.00	1,669.70	90,000.00
08028 - Gym Equipment Leasing	3,333.38	3,416.67	83.29	6,666.76	6,833.34	166.58	41,000.00
Total Recreation	25,178.48	23,416.67	(1,761.81)	53,473.64	46,833.34	(6,640.30)	281,000.00
Reserve Transfers							
09749 - Capital Improvements Transfer	63,597.00	63,597.00	-	127,194.00	127,194.00	-	763,164.00
Total Reserve Transfers	63,597.00	63,597.00	-	127,194.00	127,194.00	-	763,164.00
Total Expense	370,328.51	384,884.93	14,556.42	739,461.23	769,769.86	30,308.63	4,618,619.00
Net Income (Loss)	11,181.31	(.01)	11,181.32	29,421.29	(.02)	29,421.31	-
Net Total	11,181.31	(.01)	11,181.32	29,421.29	(.02)	29,421.31	-