

*Rivers Edge II*  
*Community Development District*

*August 22, 2018*

# *Rivers Edge II*

## *Community Development District*

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475 West Town Place, Suite 114, St. Augustine, Florida 32092

Phone: 904-940-5850 - Fax: 904-940-5899

August 15, 2018

Board of Supervisors  
Rivers Edge II  
Community Development District

Dear Board Members:

The Rivers Edge II Community Development District Organizational Meeting is scheduled for **Wednesday, August 22, 2018 at 10:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida**. Following is the advance agenda for the meeting:

### **Audit Committee Meeting**

- I. Call to Order
- II. Approval of Auditor Selection Evaluation Criteria
- III. Other Business
- IV. Adjournment

### **Board of Supervisors Meeting**

- I. Call to Order
- II. Public Comment
- III. Organizational Matters
  - A. Administration of Oath of Office to Newly Elected Board Supervisor (*the following will be provided in a separate package*)
    1. Guide to Sunshine Amendment and Code of Ethics for Public Officers
    2. Membership, Obligations and Responsibilities
    3. Review of Chapter 189 and 190, Florida Statutes
    4. Financial Disclosure Forms
      - a. Form 1: Statement of Financial Interests
      - b. Form 1X: Amendment to Form 1, Statement of Financial Interests
      - c. Form 1F: Final Statement of Financial Interests
      - d. Form 8B: Memorandum of Voting Conflict
  - B. Resolution 2018-24, Designation of Officers
- IV. Approval of the Minutes of the July 18, 2018 Organizational Meeting
- V. Acceptance of the Minutes of the July 18, 2018 Landowners' Election
- VI. Consideration of Responses to RFQ for Engineering Services
- VII. Consideration of Resolution 2018-19, Designating the Date, Time and Place of a Public Hearing; Providing Authorization to Public Notice of Such Hearing for the Purpose of Adopting Rules of Procedure and Rates, Fees and Charges of the District; and Providing for an Effective Date

1. Rules of Procedure
  2. Rates for the District
- VIII. Acceptance of the Audit Committee's Recommendation and Authorizing Staff to Issue an RFP for Audit Services
- IX. Staff Reports
- A. District Counsel
  - B. Interim Engineer
  - C. District Manager
  - D. Amenity Manager – Report
  - E. Operations Manager – Report
- X. Supervisors' Requests and Audience Comments
- XI. Next Scheduled Meeting – September 12, 2018 at 5:00 p.m. at the RiverTown Amenity Center
- XII. Adjournment

Prior to the Board of Supervisors meeting an audit committee meeting will be held to review auditor selection evaluation criteria. The Board will then accept the audit committee's recommendation for the criteria during the regular Board of Supervisors meeting.

The third order of business is intended to have Supervisor Jason Thomas sworn in. The Board can then consider restructuring the slate of officers with resolution 2018-24.

Enclosed under the fourth order of business is a copy of the minutes of the July 18, 2018 organizational meeting for your review and approval.

Enclosed under the fifth order of business is a copy of the minutes of the July 18, 2018 landowners election for your review.

The sixth order of business is consideration of responses to the RFQ for engineering services. Only one response was received from Prosser Inc, which is enclosed for your review.

The seventh order of business is resolution 2018-19 to designate a date, time and place for a public hearing on the rules of procedure and rates of the District. A copy of the resolution and proposed rules are enclosed for your review and approval.

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (904) 940-5850.

Sincerely,

*James Perry*

James Perry

District Manager  
Rivers Edge II Community  
Development District

# *AGENDA*

***Rivers Edge II***  
***Community Development District***  
***Agenda***

Wednesday  
August 22, 2018  
10:00 a.m.

RiverTown Amenity Center  
156 Landing Street  
St. Johns, Florida 32259  
**Staff Call In #: 1-888-394-8197**  
**Passcode: 642203**  
**Website: [www.riversedge2cdd.com](http://www.riversedge2cdd.com)**

**Audit Committee Meeting**

- I. Call to Order
- II. Approval of Auditor Selection Evaluation Criteria
- III. Other Business
- IV. Adjournment

**Board of Supervisors Meeting**

- I. Call to Order
- II. Public Comment
- III. Organizational Matters
  - A. Administration of Oath of Office to Newly Elected Board Supervisor (*the following will be provided in a separate package*)
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  - 1. Rules of Procedure
  - 2. Rates for the District
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  - A. District Counsel
  - B. Interim Engineer
  - C. District Manager
  - D. Amenity Manager – Report
  - E. Operations Manager – Report
- X. Supervisors' Requests and Audience Comments
- XI. Next Scheduled Meeting – September 12, 2018 at 5:00 p.m. at the RiverTown Amenity Center
- XII. Adjournment

*THIRD ORDER OF BUSINESS*

*B.*

**RESOLUTION 2018-24**

**A RESOLUTION ELECTING THE OFFICERS OF THE RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT, ST. JOHNS COUNTY, FLORIDA**

**WHEREAS**, the Board of Supervisors of the Rivers Edge II Community Development District desires to elect the below recited persons to the offices specified.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT:**

1. The following persons are elected to the offices shown:

Chair	_____
Vice Chair	_____
Secretary	_____
Treasurer	_____
Assistant Secretary	_____
Assistant Treasurer	_____

**PASSED AND ADOPTED this 22nd day of August, 2018.**

**ATTEST:**

**RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Vice/Chairperson, Board of Supervisors

*FOURTH ORDER OF BUSINESS*

MINUTES OF MEETING  
RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT

The organizational meeting of the Board of Supervisors of the Rivers Edge II Community Development District was held on Wednesday, July 18, 2018 at 2:00 p.m. at the RiverClub Café, 160 Riverglade Run, St. Johns, Florida 32259.

Present and constituting a quorum were:

Jason Sessions	Chairman
Louis Cowling	Vice Chairman
Justin Frisbee	Supervisor
Chris Henderson	Supervisor

Also present were:

Jim Perry	District Manager
Jennifer Kilinski	District Counsel
Ryan Stilwell	Interim Engineer
Justin Rowan	MBS Capital Markets
Mark Roberts	Mattamy Homes

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Perry called the meeting to order at 2:00 p.m.

**SECOND ORDER OF BUSINESS**

**Public Comment**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS**

**Organizational Matters**

**A. Administration of Oath of Office for Newly Elected Board of Supervisors**

*Mr. Perry administered an oath of office to Mr. Jason Sessions, Mr. Louis Cowling, Mr. Chris Henderson and Mr. Justin Frisbee.*

- 1. Guide to Sunshine Amendment and Code of Ethics for Public Officers**
- 2. Membership, Obligations and Responsibilities**
- 3. Review of Chapter 189 and 190, Florida Statutes**
- 4. Financial Disclosure Forms**
  - a. Form 1: Statement of Financial Interests**
  - b. Form1X: Amendment to Form 1, Statement of Financial Interests**

- c. **Form1F: Final Statement of Financial Interests**
- d. **Form8B: Memorandum of Voting Conflict**

**B. Consideration of Resolution 2018-01, Ratifying the Actions of the District Manager and District Staff in Noticing the Landowners Meeting; Providing a Severability Clause, and Providing an Effective Date**

On MOTION by Mr. Sessions seconded by Mr. Cowling with all in favor Resolution 2018-01 was approved.

**C. Consideration of Resolution 2018-02, Canvassing and Certifying the Results of the Landowners Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date**

Mr. Perry stated with the landowners' election that we just held Jason Sessions received 500 votes, Louis Cowling 500, Jason Thomas 300, Justin Frisbee 300 and Chris Henderson 300. The two highest votes will have a four-year term and the other three will have a two-year term.

On MOTION by Mr. Sessions seconded by Mr. Cowling with all in favor Resolution 2018-02 was approved.

**D. Resolution 2018-03, Electing and Designating the Officers of the District and Providing for an Effective Date**

Mr. Perry stated we would ask that the Board consider appointing myself as Secretary and Assistant Treasurer, James Oliver of my office as Treasurer, Ernesto Torres of my office as Assistant Secretary and then have a Chair, Vice Chair and the other three supervisors as Assistant Secretaries.

Mr. Sessions stated I nominate Jason Sessions as the Chair, Louis Cowling as the Vice Chair and everybody else as Assistant Secretaries

On MOTION by Mr. Sessions seconded by Mr. Cowling with all in favor Resolution 2018-03 was approved.

**FOURTH ORDER OF BUSINESS                      Consideration                      of                      Administrative Resolutions**

- A. Appoint District Manager, Resolution 2018-04**
  - 1. District Management Agreement**

On MOTION by Mr. Sessions seconded by Mr. Cowling with all in favor Resolution 2018-04 appointing GMS as District Manager was approved.

**B. Appoint District Counsel, Resolution 2018-05**  
**1. District Counsel Agreement**

On MOTION by Mr. Cowling seconded by Mr. Frisbee with all in favor Resolution 2018-05 appointing HGS as District Counsel was approved.

**C. Designate Registered Agent and Registered Office, Resolution 2018-06**

Mr. Perry stated the registered agent and office would be Jennifer Kilinski at Hopping Green and Sams.

On MOTION by Mr. Sessions seconded by Mr. Frisbee with all in favor Resolution 2018-06 was approved.

**D. Designate Local District Records Office, Resolution 2018-07**

Mr. Perry stated we currently have the local district records office as GMS' office, which is located at 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

On MOTION by Mr. Sessions seconded by Mr. Frisbee with all in favor Resolution 2018-07 was approved.

**E. Designate Public Comment Period, Resolution 2018-08**

Mr. Perry stated this resolution provides for times for the members of the public to address the Board and limits the time available.

On MOTION by Mr. Cowling seconded by Mr. Sessions with all in favor Resolution 2018-08 was approved.

**FIFTH ORDER OF BUSINESS                      Consideration of Organization Resolutions**

**A. Consideration of Travel Reimbursement Policy, Resolution 2018-09**

Mr. Perry stated this resolution is consistent with Florida Statutes.

On MOTION by Mr. Henderson seconded by Mr. Frisbee with all in favor Resolution 2018-09 was approved.

**B. Consideration of Prompt Payment Policies, Resolution 2018-10**

On MOTION by Mr. Henderson seconded by Mr. Frisbee with all in favor Resolution 2018-10 was approved.

**C. Consideration of Resolution 2018-11, Setting Forth District Policy for Legal Defense of Board Members and Officers**

**1. Public Officers Liability Insurance**

On MOTION by Mr. Sessions seconded by Mr. Frisbee with all in favor Resolution 2018-11 was approved.

**D. Authorizing the Filing of Notice of Establishment, Resolution 2018-12**

Mr. Perry stated the notice of establishment has already been filed so this would be ratifying that action.

On MOTION by Mr. Sessions seconded by Mr. Frisbee with all in favor Resolution 2018-12 was approved.

**E. Adopt Records Retention Schedule, Resolution 2018-13**

Mr. Perry stated this follows Florida Statutes in regards to records retentions of the District.

On MOTION by Mr. Cowling seconded by Mr. Frisbee with all in favor Resolution 2018-13 was approved.

**F. Consideration of Retention of Interim Engineer Agreement with Prosser, Inc.**

On MOTION by Mr. Sessions seconded by Mr. Cowling with all in favor the Interim Engineer Agreement with Prosser, Inc. was approved.

**G. Consideration of Resolution 2018-14, Authorizing a Request for Qualifications (RFQ) for District Engineer Services and Providing for an Effective Date**

Mr. Perry stated I don't think we have a date in there, do we?

Ms. Kilinski responded no. We could have them due before your next meeting.

On MOTION by Mr. Henderson seconded by Mr. Frisbee with all in favor Resolution 2018-14 was approved.

**H. Authorizing Chairman to Execute Plats, Permits, and Conveyances, Resolution 2018-15**

On MOTION by Mr. Cowling seconded by Mr. Frisbee with all in favor Resolution 2018-15 was approved.

**I. Consideration of Interlocal Agreement between Rivers Edge Community Development District and Rivers Edge II Community Development District**

Mr. Perry stated your sister district approved this agreement at their prior meeting.

On MOTION by Mr. Sessions seconded by Mr. Frisbee with all in favor the Interlocal Agreement with Rivers Edge CDD was approved.

**J. Consideration of Acquisition Agreement with Mattamy Jacksonville, LLC**

Mr. Perry stated this is in regards to the RiverClub. Included in that is a schedule of values of \$7,116,854.78.

On MOTION by Mr. Frisbee seconded by Mr. Henderson with all in favor the Acquisition Agreement with Mattamy Jacksonville, LLC was approved.

**K. Consideration of Acquisition of River Club and Associated Improvements from Mattamy Jacksonville, LLC**

Ms. Kilinski stated the difference is the acquisition agreement will essentially recognize the District accepting the acquisition and so long as we issue bonds in the next five years we have that favorable tax determination that will refund Mattamy for the purchase of the acquisition. Item K is the actual acquisition of the River Club.

On MOTION by Mr. Sessions seconded by Mr. Cowling with all in favor the acquisition of River Club and associated improvements was approved.

**L. Consideration of Assignment of Vesta Amenity Management Agreement from Rivers Edge Community Development District**

On MOTION by Mr. Sessions seconded by Mr. Frisbee with all in favor the assignment of the Vesta amenity management agreement was approved.

**M. Consideration of Team Financing Funding Agreement**

Ms. Kilinski stated I don't know that we need this right now. Let's defer this.

**N. Engagement of Bond Financing Professionals**

**1. Underwriter/Investment Banker: *MBS Capital Markets, LLC***

On MOTION by Mr. Sessions seconded by Mr. Henderson with all in favor the engagement letter from MBS Capital Markets, LLC for underwriter services was approved.

**SIXTH ORDER OF BUSINESS**

**Designation of Meeting and Hearing Dates Resolutions**

**A. Consideration of Establishment of Audit Committee and Designation of Board of Supervisors as Audit Committee**

Mr. Perry stated we would ask that the Board consider naming the whole board as the audit committee.

On MOTION by Mr. Sessions seconded by Mr. Frisbee with all in favor to establish the Audit Committee comprised of the entire Board of Supervisors was approved.

**B. Designate Regular Meeting Dates, Time and Location, Resolution 2018-16**

Mr. Sessions asked do we want to do 10:00 a.m. on August 22<sup>nd</sup> and then September 12<sup>th</sup> at 5:00 p.m?

Mr. Perry stated yeah this shouldn't take long.

Ms. Kilinski asked are we holding the meeting here or at the amenity center?

Mr. Sessions responded we will keep it at the amenity center. Jason will make sure we have it reserved.

On MOTION by Mr. Sessions seconded by Mr. Cowling with all in favor Resolution 2018-16 was approved.

**C. Consideration of Resolution 2018-17, Approving a Proposed Budget for Fiscal Years 2017/2018 and 2018/2019; Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; and Providing for an Effective Date**

Mr. Perry stated we set the public hearing date for the October 17<sup>th</sup> meeting at 10:00 a.m.

On MOTION by Mr. Cowling seconded by Mr. Frisbee with all in favor the proposed budget and Resolution 2018-17 were approved.

**D. Consideration of Fiscal Years 2017/2018 and 2018/2019 Budget Funding Agreement (including funding of the River Club and Operation thereof)**

Mr. Perry stated this is a funding agreement with Mattamy in regards to the O&M for this facility.

On MOTION by Mr. Sessions seconded by Mr. Frisbee with all in favor the budget funding agreement for fiscal years 2018 and 2019 was approved.

**E. Consideration of Resolution 2018-18, Adopting the Alternative Investment Guidelines for Investing Public Funds in Excess of Amounts Needed to Meet Current Operating Expenses, in Accordance with Section 218.415(17), Florida Statutes; and Providing for an Effective Date**

Mr. Perry stated this will not apply to this District until later on.

On MOTION by Mr. Sessions seconded by Mr. Henderson with all in favor Resolution 2018-18 was approved.

**F. Consideration of Resolution 2018-19, Designating the Date, Time and Place of a Public Hearing; Providing Authorization to Public Notice of Such Hearing for the Purpose of Adopting Rules of Procedure and Rates, Fees and Charges of the District; and Providing for an Effective Date**

**1. Rules of Procedure**

**2. Rates for the District**

Mr. Perry stated the only thing that needs to be included are the rates for the District. It will be consistent with your sister district.

Ms. Kilinski stated yes, which we've talked about increasing over the \$4,000.

Mr. Sessions asked we can set another rate today?

Mr. Perry responded for this District you could because we're going to set a public hearing now.

Ms. Kilinski stated or we can wait until the next board meeting and just run one ad that would combine district rates.

Mr. Sessions stated let's do that. I need to think about it.

**G. Set Date, Time and Location and Authorize Publication of Notice of Public Hearing on Uniform Method of Collecting, Resolution 2018-20**

Mr. Perry stated we will set the public hearing date for October 17<sup>th</sup> at 10:00 a.m.

On MOTION by Mr. Sessions seconded by Mr. Frisbee with all in favor Resolution 2018-20 was approved.

**SEVENTH ORDER OF BUSINESS Resolutions Relating to Banking**

**A. Select District Depository, Resolution 2018-21**

Mr. Perry stated we recommend Wells Fargo. We use them for almost all of our districts.

On MOTION by Mr. Sessions seconded by Mr. Henderson with all in favor Resolution 2018-21 selecting Wells Fargo as the District Depository was approved.

**B. Authorize Bank Account Signatories, Resolution 2018-22**

Mr. Perry stated this resolution authorizes bank signatories, which are various officers of the District.

On MOTION by Mr. Sessions seconded by Mr. Cowling with all in favor Resolution 2018-22 was approved.

**C. Approve Disbursement for Expenses, Resolution 2018-23**

Mr. Perry stated this resolution just gives guidelines for the District to operate on a monthly basis.

On MOTION by Mr. Sessions seconded by Mr. Henderson with all in favor Resolution 2018-23 was approved.

**EIGHTH ORDER OF BUSINESS Consideration of Funding and Expense Issues**

**A. Funding Request No. 1**

Mr. Perry stated Funding Request No. 1 is to establish the General Fund Operating Account for \$25,000. We have to pay for insurance and there are a lot of ads and so forth.

On MOTION by Mr. Sessions seconded by Mr. Cowling with all in favor Funding Request No. 1 was approved.

**NINTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel – Conflict of Interest Waiver Regarding Representation of Rivers Edge and Rivers Edge II Community Development District for the Interlocal Agreement**

Ms. Kilinski stated in our fee agreement we recognize that we represent a number of Community Development Districts including Rivers Edge I and specifically as it relates to drafting of the interlocal agreement between Rivers Edge I and Rivers Edge II we recognize that there could be a perceived conflict of interest. As I told the other board, I’ve done research on the Florida Bar rules and because of the nature of this agreement and there’s not a continuing conflict here with regards to the nature of this agreement, I feel comfortable saying from a Florida Bar perspective we are able to serve in both capacities. You are more than welcome to hire a separate attorney to drop that agreement for you but I don’t think there’s a conflict, mainly because the mechanics of the agreement are engineering and methodology driven. They’re not trying to get leverage over one district from the other and the nature of the improvements that are being shared are offsite.

On MOTION by Mr. Sessions seconded by Mr. Frisbee with all in favor the conflict of interest waiver from HGS was approved.

**B. Interim Engineer**

There being none, the next item followed.

**C. District Manager**

There being none, the next item followed.

**D. Amenity Manager**

There being none, the next item followed.

**E. Operations Manager**

There being none, the next item followed.

**TENTH ORDER OF BUSINESS**

**Supervisors' Requests and Audience  
Comments**

There being none, the next item followed.

**ELEVENTH ORDER OF BUSINESS**

**Next Scheduled Meeting – TBD**

Mr. Perry stated the next meeting is going to be August 22<sup>nd</sup> at 10:00 a.m.

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Sessions seconded by Mr. Cowling with all in favor the Meeting was adjourned.

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

\_\_\_\_\_  
Chairman/Vice Chairman

*FIFTH ORDER OF BUSINESS*

MINUTES OF MEETING  
RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT

A landowners meeting of the Board of Supervisors of the Rivers Edge II Community Development District was held Wednesday, July 18, 2018 at 2:00 p.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259.

Present were:

Jason Sessions

Mattamy Homes

Also present were:

James Perry

District Manager

Jennifer Kilinski

District Counsel

Ernesto Torres

GMS

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Perry called the meeting to order at 2:00 p.m.

**SECOND ORDER OF BUSINESS**

**Determination of Number of Voting Units Represented**

Mr. Perry stated a representative of Mattamy Homes is here and can cast up to 962 votes.

Ms. Kilinski stated I'd recommend doing closer to 500 or so in case there's any discrepancy.

**THIRD ORDER OF BUSINESS**

**Election of a Chairman for the Purpose of Conducting the Landowners Meeting**

Mr. Sessions nominated Mr. Perry as Chairman for the purpose on conducting the meeting.

**FOURTH ORDER OF BUSINESS**

**Nominations for the Position of Supervisors**

Mr. Sessions stated 500 votes for Jason Sessions; 500 votes for Louis Cowling; 300 votes for Jason Thomas; 300 votes for Justin Frisbee and 300 votes for Chris Henderson.

**FIFTH ORDER OF BUSINESS**

**Casting of Ballots**

Mr. Sessions cast 500 votes for Jason Sessions; 500 votes for Louis Cowling; 300 votes for Jason Thomas; 300 votes for Justin Frisbee and 300 votes for Chris Henderson.

**SIXTH ORDER OF BUSINESS**

**Tabulation of Ballots and Announcement of Results**

Mr. Sessions cast 500 votes for Jason Sessions; 500 votes for Louis Cowling; 300 votes for Jason Thomas; 300 votes for Justin Frisbee and 300 votes for Chris Henderson.

**SEVENTH ORDER OF BUSINESS**

**Landowners Questions and Comments**

There being none, the next item followed.

**EIGHTH ORDER OF BUSINESS**

**Adjournment**

*SIXTH ORDER OF BUSINESS*

**RIVERS EDGE II  
COMMUNITY DEVELOPMENT DISTRICT**

**DISTRICT ENGINEER PROPOSALS**

**COMPETITIVE SELECTION CRITERIA**

- 1) Ability and Adequacy of Professional Personnel** (Weight: 35 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.
- 2) Consultant's Past Performance** (Weight: 25 Points)

Past performance for other special districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.
- 3) Geographic Location** (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.
- 4) Willingness to Meet Time and Budget Requirements** (Weight: 10 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.
- 5) Certified Minority Business Enterprise** (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.
- 6) Recent, Current and Projected Workloads** (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

Qualifications for Engineering Services

# Rivers Edge II Community Development District

St. Johns County, Florida



**PROSSER**<sup>™</sup>

August 14, 2018

August 14, 2018

Mr. James A. Perry, District Manager  
Rivers Edge II Community Development District  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

**RE: Letter of Interest  
Professional Engineering Services for Rivers Edge II CDD**

Dear Mr. Perry:

Thank you for the opportunity to provide this letter of interest to perform engineering services for the **Rivers Edge II Community Development District**. For over 15 years, Prosser has been serving Community Development Districts in northeast Florida which makes us very familiar with the requirements and unique characteristics of CDD's.

Prosser, Inc. offers a unique concept that other firms do not - a single source for all your needs from planning through construction close-out. Our team of planners, engineers, landscape architects, and construction managers assures flexibility, ownership, and internal communication; all critical to the success of any project. In addition, our team has planned and designed some of the most unique and creative parks, greenways, marinas, athletic facilities, and residential and commercial developments in the region.

Prosser will dedicate Mr. Ryan Stilwell as the Principal-in-Charge and Project Manager. Mr. Stilwell has extensive experience working with Community Development Districts. Mr. Stilwell has served as the District Engineer for numerous CDD's in the area including Rivers Edge CDD, Marshall Creek CDD (Palencia), World Commerce CDD, Heritage Park CDD and Fleming Island Plantation CDD. In most cases, we are involved during the design and permitting of each overall project.

Beyond our strength in experience with CDD's, Prosser maintains strong relationships with the local public agencies serving the Rivers Edge II CDD such as St. Johns County, JEA, St. Johns River Water Management District, and Florida Department of Transportation.

We strongly feel that we have the background, experience, and personnel available to assist the District in efficiently and effectively managing the issues, challenges, and goals of the CDD. We would like to thank you for this opportunity and look forward to working with you. We offer our commitment to provide you with the highest level of service, quality and expertise.

Sincerely,

**PROSSER, INC.**



Ryan P. Stilwell, P.E.  
Principal

# ARCHITECT – ENGINEER QUALIFICATIONS

## PART I – CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION\*

1. TITLE AND LOCATION *(City and State)*

Engineering Services for Rivers Edge II CDD, St. Augustine, FL

2. PUBLIC NOTICE DATE

July 26, 2018

3. SOLICITATION OR PROJECT NUMBER

Engineering Services for Rivers Edge II Community Development District

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Ryan P. Stilwell, PE, Project Manager

5. NAME OF FIRM

Prosser, Inc.

6. TELEPHONE NUMBER

904-739-3655

7. FAX NUMBER

904-730-3413

8. E-MAIL ADDRESS

rstilwell@prosserinc.com

### C. PROPOSED TEAM

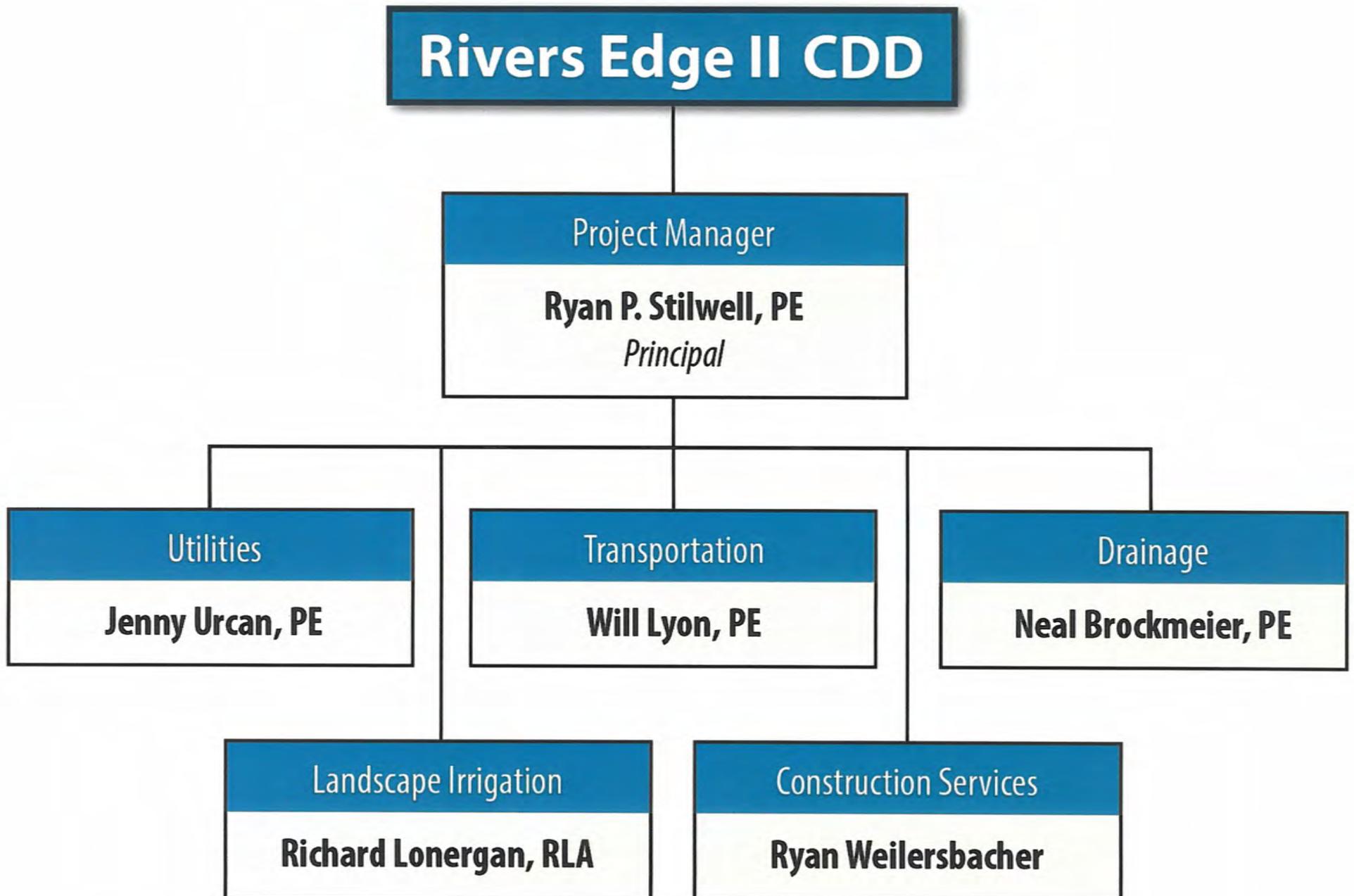
*(Complete this section for the prime contractor and all key subcontractors.)*

	<i>(Check)</i>			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCON-TRACTOR			
a.	X			Prosser, Inc.  <input type="checkbox"/> CHECK IF BRANCH OFFICE	13901 Sutton Park Dr. South, Suite 200 Jacksonville, FL 32224	Prime/District Engineer
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

### D. ORGANIZATIONAL CHART OF PROPOSED TEAM

*(Attached)*

# Organizational Chart



**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person)*

12. NAME  Ryan P. Stilwell, P.E.	13. ROLE IN THIS CONTRACT Project Manager/Sr. Civil Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 15	b. WITH CURRENT FIRM 15
15. FIRM NAME AND LOCATION (City and State) <b>Prosser, Inc., Jacksonville, FL</b>			
16. EDUCATION (DEGREE AND SPECIALIZATION) Bachelor of Civil Engineering, Auburn University		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer, Florida	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

**19. RELEVANT PROJECTS**

<b>a.</b>	(1) TITLE AND LOCATION (City and State) <b>Rivers Edge Community Development District, St. Augustine, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Ongoing	2014-present
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
Mr. Stilwell serves as District Engineer to the CDD Board and duties have included design, acquisition and turnover of improvements, requisition processing, and assisting Board with ongoing maintenance activities throughout the District.			
<b>b.</b>	(1) TITLE AND LOCATION (City and State) <b>Marshall Creek Community Development District, St. Johns County, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Ongoing	1997-ongoing
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
Mr. Stilwell serves as District Engineer to the CDD and coordinates design, permitting, bidding, and construction activities within the CDD. His role includes attending CDD Board meetings, assisting the Board in making engineering decisions, review and processing requisitions, and construction administration.			
<b>c.</b>	(1) TITLE AND LOCATION (City and State) <b>World Commerce Community Development District, St. Johns County, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Ongoing	2008
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
Mr. Stilwell serves as District Engineer to the CDD and coordinates design, permitting, bidding, and construction activities within the CDD. His role includes attending CDD Board meetings, assisting the Board in making engineering decisions, review and processing requisitions, and construction administration.			
<b>d.</b>	(1) TITLE AND LOCATION (City and State) <b>Fleming Island Plantation CDD, Fleming Island, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Ongoing	N/A
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
Mr. Stilwell serves as District Engineer to the CDD. Duties include review of existing drainage issues, assistance to Board with engineering questions, attendance at monthly Board meetings and assistance with ongoing maintenance activities.			
<b>e.</b>	(1) TITLE AND LOCATION (City and State) <b>St. John's County School District Professional Services, St. Augustine, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Ongoing	2003-ongoing
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
Mr. Stilwell serves as the main point of contact for the SJCS and the Pavement Rehabilitation program. The project involves yearly pavement and drainage analysis and resurfacing for existing school parking areas.			

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person)*

12. NAME  Jenny L. Urcan, PE	13. ROLE IN THIS CONTRACT Civil Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 13	b. WITH CURRENT FIRM 11
15. FIRM NAME AND LOCATION (City and State) <b>Prosser, Inc., Jacksonville, FL</b>			
16. EDUCATION (DEGREE AND SPECIALIZATION) Bachelor of Science in Engineering, University of Florida		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer, Florida #74544	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

**19. RELEVANT PROJECTS**

<b>a.</b>	(1) TITLE AND LOCATION (City and State) <b>Fleming Island Plantation CDD, Fleming Island, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Ms. Urcan serves as a civil engineer for the CDD. Duties include review and assessment of existing infrastructure, review of existing drainage issues and assistance with ongoing maintenance activities.		<input checked="" type="checkbox"/> Check if project performed with current firm	
<b>b.</b>	(1) TITLE AND LOCATION (City and State) <b>St. John's County School District Professional Services, St. Augustine, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) 2003-ongoing
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Ms. Urcan serves as a civil engineer for the SJCSO Pavement Rehabilitation program. The project involves yearly pavement and drainage analysis and resurfacing for existing school parking areas.		<input checked="" type="checkbox"/> Check if project performed with current firm	
<b>c.</b>	(1) TITLE AND LOCATION (City and State) <b>Clay County Athletic Complex @ Fleming Island, Clay County, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2009	CONSTRUCTION (If applicable) Ongoing
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Ms. Urcan served as a civil engineer for this 45-acre athletic complex. Program elements include competition and recreation level baseball facilities, football/rugby fields and tennis and basketball courts. Additional amenities include picnic areas, pavilions, parking, walking/nature trails and landscaping. Services for the project include program development, design and construction documents and construction services.		<input checked="" type="checkbox"/> Check if project performed with current firm	
<b>d.</b>	(1) TITLE AND LOCATION (City and State) <b>Mayo Clinic Campus Planning, Duval County, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2006	CONSTRUCTION (If applicable) Ongoing
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Ms. Urcan serves as a civil engineer for ongoing campus expansions and improvements. Projects on the campus include additional medical facilities, expanded parking lots, interior roadways and stormwater facility expansions.		<input checked="" type="checkbox"/> Check if project performed with current firm	
<b>e.</b>	(1) TITLE AND LOCATION (City and State) <b>City of Jacksonville Beach – 4<sup>th</sup> Ave. South, Duval County, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2008	CONSTRUCTION (If applicable) 2008
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Ms. Urcan served as a civil engineer for an urban redevelopment of 4 <sup>th</sup> Ave. South in Jacksonville Beach. Services included drainage, pavement, parking, sidewalk and landscape improvements and rehabilitation.		<input checked="" type="checkbox"/> Check if project performed with current firm	

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person)*

12. NAME  William R. Lyon, P.E	13. ROLE IN THIS CONTRACT Transportation Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 12	b. WITH CURRENT FIRM 1

15. FIRM NAME AND LOCATION (City and State)

**Prosser, Inc., Jacksonville, FL**

16. EDUCATION (DEGREE AND SPECIALIZATION)

Bachelor of Science Civil Engineering, University of North Florida

Bachelor of Science Physics, Jacksonville University

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)

Professional Engineer, Florida #76066

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

ASHE of Northeast Florida, Vice President

FES Professional Practices Committee Member

**19. RELEVANT PROJECTS**

<b>a.</b>	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	<b>SR 207 Hastings Trail &amp; Trailhead, St. Johns County, FL</b>	PROFESSIONAL SERVICES 2017	CONSTRUCTION (If applicable) 2017
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm	
As Engineer of Record, Mr. Lyon was responsible for the Shared Use Path Design and Specifications for this project consisting of a new trail and trail head in Hastings, FL along SR 207 and included site design and drainage, a restroom building, new utility design and a shared use path design.			
<b>b.</b>	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	<b>Huguenot Memorial Park, Access Road/Alternate Route, Jacksonville, FL</b>	PROFESSIONAL SERVICES 2018	CONSTRUCTION (If applicable) 2018-Ongoing
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
Mr. Lyon serves as a Engineer of Record on the new alignment that will ultimately serve as the main thoroughfare for beach access through Huguenot Memorial Park, including horizontal/vertical alignment, pavement design, roadside design, stormwater management facilities, side street connections, site grading for adjacent campsites, maintenance of traffic, signing and pavement markings, and SJRWMD permitting efforts.			
<b>c.</b>	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	<b>SR 50 Drainage Improvements, Mascotte, FL</b>	PROFESSIONAL SERVICES 2017	CONSTRUCTION (If applicable) 2017
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm	
Mr. Lyon served as the Project Manager and Engineer of Record for this project consisting of improving a stormwater pond and outfall that is unable to recover after storm events and is flooding adjacent properties. Responsibilities included Project Management, Roadway Design, TTCP Design, SAPM Design, Drainage Design and managing Plans Production.			
<b>d.</b>	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	<b>New World Ave Extension to Chaffee RD, Jacksonville, FL</b>	PROFESSIONAL SERVICES 2017	CONSTRUCTION (If applicable) 2017
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm	
This project consisted of a 1.75 mile new roadway alignment extension from New World Ave to Chaffee Rd in Jacksonville, FL. It included a new profile and typical section, closed drainage design, new utilities and new lighting. Responsible for Project Management, Roadway Design, Drainage Design, Lighting Design, Signing and Pavement Marking Design and Specification Package Creation.			
<b>e.</b>	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	<b>Half Moon Island Park, Turn Lane Improvements, Duval County, FL</b>	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) 2019
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
This project includes pavement design, designed driveway connections, analyzed lane closures for MOT and designed multiple iterations of drainage elements from roadside ditches to roadside ponds incorporating side drains, RCP, manholes and ditch bottom inlets. Mr. Lyon is the Project Manager and responsible for QA/QC for this project which consists of center-widening a two-lane rural arterial for a new turn lane.			

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person)*

12. NAME  Neal Brockmeier, PE	13. ROLE IN THIS CONTRACT Senior Civil Engineer / Drainage	14. YEARS EXPERIENCE	
		a. TOTAL 23	b. WITH CURRENT FIRM 3

15. FIRM NAME AND LOCATION (City and State)

**Prosser, Inc., Jacksonville, FL**

16. EDUCATION (DEGREE AND SPECIALIZATION)

**BS Civil Engineering, Florida State University**

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)

**Professional Engineer - Florida #54561; Georgia #036512**

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Neal Brockmeier has 23 years of engineering experience in drainage, permitting, civil engineering and project management in various types of roadway, municipal, commercial and residential projects. Project Management responsibilities include client and subconsultant coordination, preparation of civil design and construction documents, shop drawing review, quality control and quality assurance. He has extensive permitting experience through the Florida Department of Environmental Protection, Florida Department of Transportation, and the St. Johns River Water Management District.

**19. RELEVANT PROJECTS**

<b>a.</b>	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	<b>Creekside @ Twin Creeks, St. Johns County, FL</b>	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Ongoing	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
	Mr. Brockmeier provided engineering services for this 255-acre single family development located on CR 210 West. Mr. Brockmeier serves as CDD District Engineer for the community and developed the original Engineer's Report and Supplemental Reports for estimated costs for the infrastructure improvements for bond validation and issuance.		
<b>b.</b>	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	<b>Sandy Creek Community Development District, St. Johns County, FL</b>	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2014	2014
	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Mr. Brockmeier provided engineering services for the preparation and provision of engineering studies, engineering design, permitting, required annual reports, facility maintenance programs, Public Facility Reports, Plans of Improvement and related Reports of Engineer including construction cost estimating; bidding and construction phase services for construction activity as is needed in order to implement a Plan of Improvement for the District as completed in the Engineer's Report. The District boundary is approximately 375 acres and incorporates conventional neighborhoods within pods or clusters and community recreation areas including a clubhouse.		
<b>c.</b>	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	<b>Chipola College Campus Improvements, Marianna, FL</b>	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2010	N/A
	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
	Completed the design and permitting of a reconstruction and widening of River Forest Road to provide left and right turn lanes for the new Prough Drive access road to the campus. These improvements were coordinated with the hydraulic analysis and modeling for campus drainage improvements. This analysis identified improvements to reduce historic on-site flooding and overtopping of River Forest Road. The outfall improvements identified in study, which included a multiple pipe cross drain under River Forest Road were incorporated into the roadway improvements.		
<b>d.</b>	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	<b>Hannahs Walk, St. Augustine, FL</b>	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2004	N/A
	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
	As Senior Civil Engineer, Brockmeier was responsible for the civil design and permitting of an 82-unit, 12-building multi-family complex and the associated infrastructure improvements. Infrastructure design included pavement design, site grading, gravity sanitary sewer collection system, potable water distribution, fire protection, storm sewer collection and stormwater pond design. Permitting responsibilities include approvals through the St. Johns River Water Management District, St Johns County and the City of St. Augustine.		
<b>e.</b>	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	<b>Marshall Creek Community Development District (Palencia), St. Johns County, FL</b>	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2000	2002
	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
	Mr. Brockmeier provided civil engineering services for the design and permitting for a new residential subdivision. Infrastructure included a "looped" domestic water distribution system, sanitary sewer gravity collection system, County approved local roadways and a wet detention stormwater management facility. Project required coordination with St. Johns River Water Management District and St. Johns County.		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person)*

12. NAME  Richard R. Lonergan, RLA	13. ROLE IN THIS CONTRACT Sr. Landscape Architect	14. YEARS EXPERIENCE	
		a. TOTAL 32	b. WITH CURRENT FIRM 3
15. FIRM NAME AND LOCATION (City and State) <b>Prosser, Inc., Jacksonville, FL</b>			
16. EDUCATION (DEGREE AND SPECIALIZATION) Bachelor of Landscape Architecture, State University of New York at Syracuse		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Florida, Registered Landscape Architect, RLA # 1550	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Georgia Lic. # LA 980; North Carolina Lic. # LA 1535			

**19. RELEVANT PROJECTS**

<b>a.</b>	(1) TITLE AND LOCATION (City and State) <b>Rivertown, River House and River Club, St. Johns County, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2009-Present	Ongoing
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm	
As lead landscape architect, Mr. Lonergan developed the project from design development through construction documents for the landscape and hardscape design. Coordinated with subconsultants for structural, electrical, pool engineering and irrigation design. He also performed the construction administration during the construction phase.			
<b>b.</b>	(1) TITLE AND LOCATION (City and State) <b>Nocatee Splash Park, Nocatee, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2008-2009	2010
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm	
As lead landscape architect, Mr. Lonergan developed the project from design development through construction documents for the landscape and hardscape design. Coordinated with subconsultants for structural, electrical, pool engineering and irrigation design. He also performed the construction administration during the construction phase.			
<b>c.</b>	(1) TITLE AND LOCATION (City and State) <b>Estancia Phase I and Amenity Center, Wesley Chapel, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2012-2013	2014
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm	
As lead landscape architect, Mr. Lonergan developed the project from design development through construction documents for the landscape and hardscape design. Coordinated with subconsultants for structural, electrical, pool engineering and irrigation design. He also performed the construction administration during the construction phase.			
<b>d.</b>	(1) TITLE AND LOCATION (City and State) <b>Plantation Oaks Amenity Center, Oakleaf Plantation, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2004	2005
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm	
As lead landscape architect, Mr. Lonergan developed the project from design development through construction documents for the landscape and hardscape design. Coordinated with subconsultants for structural, electrical, pool engineering and irrigation design. He also performed the construction administration during the construction phase.			
<b>e.</b>	(1) TITLE AND LOCATION (City and State) <b>Amelia National Phase I and Amenity Center, Fernadina, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2005	2006
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm	
As lead landscape architect, Mr. Lonergan developed the project from design development through construction documents for the landscape and hardscape design. Coordinated with subconsultants for structural, electrical, pool engineering and irrigation design. He also performed the construction administration during the construction phase.			

## E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person)

12. NAME  Ryan Weilersbacher	13. ROLE IN THIS CONTRACT Construction Administration	14. YEARS EXPERIENCE	
		a. TOTAL 20	b. WITH CURRENT FIRM 20
15. FIRM NAME AND LOCATION (City and State) <b>Prosser, Inc., Jacksonville, FL</b>			
16. EDUCATION (DEGREE AND SPECIALIZATION) Bachelor of Science, Civil Engineering - University of Florida		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

### 19. RELEVANT PROJECTS

<b>a.</b>	(1) TITLE AND LOCATION (City and State) <b>Fleming Island Plantation, Fleming Island, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2009-ongoing	CONSTRUCTION (If applicable) 2009-ongoing
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Construction Project Manager – Coordinated construction and maintenance contracts in addition to administering scope of work on behalf of CDD.		<input checked="" type="checkbox"/> Check if project performed with current firm	
<b>b.</b>	(1) TITLE AND LOCATION (City and State) <b>St. Johns County School District Professional Services, St. Johns County, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing since 2008	CONSTRUCTION (If applicable) Ongoing
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Task Order; Pavement Rehabilitation. Mr. Weilersbacher is responsible for assessing the site conditions to develop the scope of work, creating the construction plans, bidding those construction plans and administering the construction of the project.		<input checked="" type="checkbox"/> Check if project performed with current firm	
<b>c.</b>	(1) TITLE AND LOCATION (City and State) <b>World Commerce Parkway, St. Augustine, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2004	CONSTRUCTION (If applicable) 2005
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Task Order; World Commerce Parkway - Mr. Weilersbacher served as Project Manager on providing the 1.5 miles of urban 4 lane divided roadway with water, sewer, electrical irrigation landscape – 3 sanitary lift stations, 3 ponds, 1 stormwater lift station.		<input checked="" type="checkbox"/> Check if project performed with current firm	
<b>d.</b>	(1) TITLE AND LOCATION (City and State) <b>Marsh Landing, Harbour Island, Jacksonville, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2008	CONSTRUCTION (If applicable) 2012
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Mr. Weilersbacher was responsible for the design, bidding and construction services for this project.		<input checked="" type="checkbox"/> Check if project performed with current firm	
<b>e.</b>	(1) TITLE AND LOCATION (City and State) <b>Marshall Creek CDD, St. Augustine, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2003	CONSTRUCTION (If applicable) 2003
(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Task Order; North Loop Road (Palencia), Mr. Weilersbacher served as Project Manager responsible for construction-phase and post construction administration of over 1 mile of a 2-lane undivided residential section. Included coordination with existing homeowners and golf course operations during installation of water, sewer, force main, pump station, electrical, gas, cable TV and telephone distribution. Coordination of several site and utility contractors working simultaneously. Involved construction-phase roadway geometry and permit modifications to preserve specimen trees.		<input checked="" type="checkbox"/> Check if project performed with current firm	

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT:</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		<b>20. SAMPLE PROJECT KEY NUMBER:</b> <p style="text-align: center;">1</p>
<b>21. TITLE AND LOCATION: (City and State)</b> Palencia Master Planning Community, St. Johns County, FL		<b>22. Years completed:</b> <p style="text-align: center;">Ongoing</p>
		<b>Professional services:</b> <p style="text-align: center;">Ongoing</p>
		<b>Construction: (If applicable)</b> <p style="text-align: center;">Ongoing</p>
<b>23. PROJECT OWNER'S INFORMATION:</b>		
<b>a. PROJECT OWNER:</b> Hines	<b>b. POINT OF CONTACT NAME:</b> Walt O'Shea	<b>c. POINT OF CONTACT TELEPHONE NUMBER:</b> (904) 810-0520
<b>24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)</b>		
<p>Palencia is a 1,500-acre themed and master planned community adjacent to the intracoastal waterway north of St. Augustine. The community is characterized by a series of diverse villages arrayed around a centrally located village center. Specifically, the project is approved for more than 2,600 residential units and 900,000 square feet of office and retail space.</p> <p>Of particular note is the selection of plant material throughout the community. Careful selection of plant types was instituted to respond to the varying ecosystems on the property. These range from sandhill communities to coastal wetland habitat. The golf course traverses all of the communities and displays these typologies in terms of proposed vegetation and land form.</p>		
<b>25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT</b>		
<b>a.</b>	<b>(1) FIRM NAME</b> Prosser, Inc.	<b>(2) FIRM LOCATION (City and State)</b> Jacksonville, FL
		<b>(3) ROLE</b> Prime Consultant

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT:</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		<b>20. SAMPLE PROJECT KEY NUMBER:</b> <p style="text-align: center;">2</p>				
<b>21. TITLE AND LOCATION: (City and State)</b> World Commerce Parkway, St. Johns County, FL		<b>22. Year completed:</b> <table border="1"> <tr> <td>Professional services:</td> <td>Construction: (If applicable)</td> </tr> <tr> <td style="text-align: center;">2003</td> <td style="text-align: center;">2006</td> </tr> </table>	Professional services:	Construction: (If applicable)	2003	2006
Professional services:	Construction: (If applicable)					
2003	2006					
<b>23. PROJECT OWNER'S INFORMATION:</b>						
<b>a. PROJECT OWNER:</b> Steinemann and Company	<b>b. POINT OF CONTACT NAME:</b> Buddy Young	<b>c. POINT OF CONTACT TELEPHONE NUMBER:</b> (904) 821-9600				
<b>24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)</b>						
<p>Prosser, Inc. planned and engineered this new 1.8-mile central loop road within World Commerce Center in St. Johns County, Florida. Project components included roadway, drainage, bike lanes, sidewalk, trunk-line utilities, lighting and landscaping. The roadway improvements are a key element in the overall site master planning and engineering for this Development of Regional Impact.</p> <p>In addition to other planning and civil engineering work, Prosser, Inc. provided construction management services on this project. Because of the immense amount of equipment located at the associated RingPower site, Prosser, Inc. agreed to perform its services on an extremely tight deadline to avoid disruption of RingPower's business. This project was successfully constructed under strict requirements that all roadway connections to International Golf Parkway be completed before the Super Bowl hosted in Jacksonville.</p>		  				
<b>25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT</b>						
<b>a.</b>	<b>(1) FIRM NAME</b> Prosser, Inc.	<b>(2) FIRM LOCATION (City and State)</b> Jacksonville, FL	<b>(3) ROLE</b> Prime Consultant			

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT:</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	<b>20. SAMPLE PROJECT KEY NUMBER:</b> <p style="text-align: center;">3</p>
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<b>21. TITLE AND LOCATION: (City and State)</b>	<b>22. Years completed:</b>
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Fleming Island Plantation CDD, Fleming Island, FL	Professional services:	Construction: (If applicable)
	Ongoing	Ongoing

**23. PROJECT OWNER'S INFORMATION:**

a. PROJECT OWNER: Fleming Island Plantation CDD	b. POINT OF CONTACT NAME: Janice Davis	c. POINT OF CONTACT TELEPHONE NUMBER: (904) 940-6044 ext. 18
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**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)**

Prosser, Inc. serves as District Engineer for this residential and multifamily mixed use community in Fleming Island, Florida. Prosser, Inc. took over as District Engineer after completion of the project infrastructure in 2009. Services include review of existing infrastructure upon Board request, assistance with ongoing maintenance bids and attending monthly Board meetings to provide engineering expertise to the Board.



**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME Prosser, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Jacksonville, FL	(3) ROLE Prime Consultant
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<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT:</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	<b>20. SAMPLE PROJECT KEY NUMBER:</b> <p style="text-align: center;">4</p>
--	---

<b>21. TITLE AND LOCATION: (City and State)</b>	<b>22. Years completed:</b>
---	-----------------------------

Heritage Park CDD, St. Johns County, FL	Professional services:	Construction: (If applicable)
	Ongoing	Ongoing

**23. PROJECT OWNER'S INFORMATION:**

a. PROJECT OWNER: Heritage Park CDD	b. POINT OF CONTACT NAME: Jim Oliver	c. POINT OF CONTACT TELEPHONE NUMBER: (904) 940-5850
--	---	---

**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)**

Prosser, Inc. serves as District Engineer for this approximate 400-acre residential and multifamily mixed use community in St. Johns County, FL. Our services include report preparation, construction and development monitoring, attendance at public meetings, oversight of construction bond proceeds, review of acquisition of CDD infrastructure and other related engineering tasks and assignments as requested by the Board of Supervisors.



**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME Prosser, Inc.	(2) FIRM LOCATION (City and State) Jacksonville, FL	(3) ROLE Prime Consultant
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<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT:</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	<b>20. SAMPLE PROJECT KEY NUMBER:</b> <p style="text-align: center; margin: 0;">5</p>
--	--

<b>21. TITLE AND LOCATION: (City and State)</b>	<b>22. Years completed:</b>
---	-----------------------------

St. Johns County Pavement Rehabilitation & Drainage Analysis, St. Johns County, FL	Professional services:	Construction: (If applicable)
	1998-ongoing	Ongoing

**23. PROJECT OWNER'S INFORMATION:**

a. PROJECT OWNER: St. Johns County School District	b. POINT OF CONTACT NAME: Shane Walton	c. POINT OF CONTACT TELEPHONE NUMBER: (904) 547-3707
---	---	---

**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)**

**Services:**

As part of an ongoing contract, Prosser, Inc. has provided services to the St. Johns County School District for maintenance of existing schools. Prosser, Inc. recommends drainage improvements if necessary, and repairs to pavement which include but are not limited to sawcut, remove, and replace pavement, and full depth repair. Other services include but are not limited to addition of curbing, radius enlargement, cracksealing, striping, and signage. Prosser, Inc. must make site visits to determine the pavement repairs and drainage improvement needs, compile bid documents and plans, and review completed work by contractors. Each year of the project has provided new challenges. This past year Prosser, Inc. had to retrofit handicap spaces and curb ramps to existing spaces and existing sidewalk. The design required sawcutting the sidewalk to allow for the accessible curb ramp. Adjustments and measurements had to be precise in order to fit the four additional handicap spaces among the existing spaces.



**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME Prosser, Inc.	(2) FIRM LOCATION (City and State) Jacksonville, FL	(3) ROLE Prime Consultant
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<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT:</b> (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)	<b>20. SAMPLE PROJECT KEY NUMBER:</b> <div style="text-align: right; font-size: 1.2em;">6</div>
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<b>21. TITLE AND LOCATION: (City and State)</b>	<b>22. Years completed:</b>
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Clay County Athletic Complex at Fleming Island Clay County, FL	Professional services:  2009	Construction: (If applicable)
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**23. PROJECT OWNER'S INFORMATION:**

a. PROJECT OWNER: Clay County Parks and Recreation Department	b. POINT OF CONTACT NAME: Tom J. Price, Division Director	c. POINT OF CONTACT TELEPHONE NUMBER: (904) 284-6378
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**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)**

Clay County Athletic Complex at Fleming Island is a 45-acre multi-use recreational facility with active components such as competition and recreation level baseball facilities, football / rugby fields, and tennis and basketball courts. Additional amenities include picnic areas, pavilions, restrooms, playgrounds, walking / nature trails, parking and landscaping. Prosser, Inc. continues to work closely with County Staff through program development and the conceptual design process to ensure the facility will meet the needs of Clay County.



**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME Prosser, Inc.	(2) FIRM LOCATION (City and State) Jacksonville, FL	(3) ROLE Prime
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<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT:</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	<b>20. SAMPLE PROJECT KEY NUMBER:</b> <p style="text-align: center; font-size: 1.2em;">7</p>
--	---

<b>21. TITLE AND LOCATION: (City and State)</b>	<b>22. Years completed:</b>
---	-----------------------------

Mayo Clinic Campus Planning, Duval County, FL	Professional services:  2006	Construction: (If applicable)  Ongoing
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**23. PROJECT OWNER'S INFORMATION:**

a. PROJECT OWNER: Mayo Clinic	b. POINT OF CONTACT NAME: David Martin	c. POINT OF CONTACT TELEPHONE NUMBER: (904) 953-8988
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**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)**

Prosser, Inc. provided a full range of planning and preliminary engineering services related to preparation and negotiation of a Development of Regional Impact application. The project resulted in a successfully approved development program.

Master planning included assessment of the site's physical characteristics and features, identification of adjacent development potential, quantification of environmental constraints and development and evaluation of alternative site plans. We customized our master planning to meet the center's medical and research functional needs, building configuration and location requirements to create an effective long-term development program.



Our ongoing work includes facilities planning and campus expansion. Working with the Clinic's facilities staff, we assist with recommendations for phased construction of new buildings as well as future building locations to meet long term development objectives. Prosser, Inc. also provides construction costs and construction schedule estimates for the landscape architectural design for the campus sculpture garden and associated outdoor spaces.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Prosser, Inc.	Jacksonville, FL	Prime

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT:</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	<b>20. SAMPLE PROJECT KEY NUMBER:</b> <p style="text-align: center;">8</p>
--	---

<b>21. TITLE AND LOCATION: (City and State)</b>		<b>22. Years completed:</b>
University of North Florida Hodges Stadium and Student Union & Amphitheater	Professional services: 2004, 2007	Construction: (If applicable) 2005, 2008

<b>23. PROJECT OWNER'S INFORMATION:</b>		
a. PROJECT OWNER: University of North Florida	b. POINT OF CONTACT NAME: Rich Elmore	c. POINT OF CONTACT TELEPHONE NUMBER: (904) 620-1310

**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)**

Prosser, Inc. played an instrumental role in the development of the **University of North Florida Hodges Stadium**. We provided engineering site design, permitting and construction administration services for most phases of the stadium's development. Prosser, Inc. was involved during the initial phases that established the overall site strategy, including parking layout, utility service and track and field drainage and retention design. As the project continued through several phases, Prosser, Inc. continued to remain involved helping UNF officials maintain project continuity from phase to phase.



*Hodges Stadium*

One notable phase was preparation of the grass field in time to be used by the Philadelphia Eagles as they practiced for the 2005 NFL Super Bowl. Prosser, Inc. worked closely with the NFL and the University to make sure the field met the NFL standards and would still meet its long-term requirements as a field and track serving a state university.

**University of North Florida Student Union & Amphitheater**

Prosser, Inc. completed civil engineering design on the 69,000 square foot Student Union along with the adjacent open-air amphitheater. The 13-acre project site is located in the middle of the UNF campus and required coordination with the ongoing utility master planning for connection of the building. The project also required demolition of an existing parking lot in order to free-up capacity in the existing stormwater detention ponds for the new buildings. The Student Union is also LEED registered and currently under construction.



*Student Union*

<b>25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT</b>		
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a. (1) FIRM NAME <b>Prosser, Inc.</b>	(2) FIRM LOCATION <i>(City and State)</i> <b>Jacksonville, FL</b>	(3) ROLE <b>Prime</b>
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<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT:</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	<b>20. SAMPLE PROJECT KEY NUMBER:</b> <p style="text-align: center;">9</p>
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<b>21. TITLE AND LOCATION: (City and State)</b>	<b>22. Years completed:</b>
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Rivers Edge CDD c/o Governmental Management Services LLC	Professional services: 2014-Present	Construction: (If applicable) Ongoing
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**23. PROJECT OWNER'S INFORMATION:**

a. PROJECT OWNER: Rivers Edge CDD c/o Governmental Management Services, LLC	b. POINT OF CONTACT NAME: Bernadette Peregrino	c. POINT OF CONTACT TELEPHONE NUMBER: (904) 239-5309
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**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)**

The Rivers Edge Community Development District is located within RiverTown - a 4,177-acre mixed-use master planned development located along the east bank of the St. Johns River, approximately 33 miles southwest of downtown Jacksonville in northwest St. Johns County, Florida. The Development is an approved Development of Regional Impact, of which approximately 3,995 acres is the RiverTown Planned Unit Development. The balance of the Development is located in the RiverTown PRD Reserve Area. Approved development within RiverTown generally consists of single- and multi-family residential, commercial, retail, office, educational, light industrial, and various open space, recreational and park uses.



Prosser currently serves as the District Engineer for Rivers Edge CDD and performs services including civil engineering, landscape architecture, construction administration and permitting. Prosser prepares the necessary reports, and attends and participates in meetings of the District's Board of Supervisors as requested by the District.

**Key Personnel:** Ryan Stilwell, Shawn Bliss, Austin Chapman, Sarah King, Richard Palmisano, Adam Kinslow, Jeff Mason, Francis Dobleo, Ryan Weilersbacher, Greg Will, Will Lyon, Kurt Hyder.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
	Prosser, Inc.	Jacksonville, FL	Prime Consultant

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT:</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	<b>20. SAMPLE PROJECT KEY NUMBER:</b> <p style="text-align: center;">10</p>
--	--

<b>21. TITLE AND LOCATION: (City and State)</b>	<b>22. Years completed:</b>
---	-----------------------------

Creekside at Twin Creeks Community Development District St. Johns County, FL	Professional services:  Ongoing	Construction: (If applicable)  Ongoing
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**23. PROJECT OWNER'S INFORMATION:**

<b>a. PROJECT OWNER:</b> Creekside at Twin Creeks Community Development District	<b>b. POINT OF CONTACT NAME:</b> John Kinsey	<b>c. POINT OF CONTACT TELEPHONE NUMBER:</b> (561) 289-8552
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**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)**

Creekside at Twin Creeks Community Development District (CDD) is a 255 acre single family development located on CR 210 West in St Johns County, Florida. Prosser is the CDD District Engineer for the community and has developed the original Engineer's Report and Supplemental Reports for estimated costs for the infrastructure improvements for bond validation and issuance. Prosser provided master planning, engineering, and landscape design services for the community. Prosser also provided construction oversight of the public infrastructure during each phase of construction for the District.



**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
	Prosser, Inc	Jacksonville, FL	Prime

**G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS**

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Examples Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)										
		1	2	3	4	5	6	7	8	9	10	
Ryan P. Stilwell, PE	Project Manager/Sr. Civil Engineer	X	X	X	X	X	X	X	X	X	X	X
Will Lyon, PE	Transportation Engineer		X					X		X	X	
Neal Brockmeier, PE	Sr. Civil Engineer							X		X	X	
Ryan Weilersbacher	Construction Administration	X	X	X	X	X		X	X	X	X	
Jenny Urcan, PE	Project Engineer		X	X	X	X	X	X		X		
Richard Lonergan, RLA	Landscape Architect							X		X	X	

**29. SAMPLE PROJECTS KEY**

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Palencia Master Planned Community	6	Clay County Athletic Complex at Fleming Island
2	World Commerce Parkway	7	Mayo Clinic Campus Planning
3	Fleming Island Plantation Community Development District	8	University of North Florida Hodges Stadium & Student Union
4	Heritage Park Community Development District	9	Rivers Edge CDD c/o Governmental Management Services LLC
5	St. Johns County School District Pavement Rehabilitation	10	Creekside at Twin Creeks Community Development District

## H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

### Ability & Adequacy of Personnel

Prosser, Inc., Inc. is a professional planning, engineering and landscape architecture design and consulting firm serving the public and private development community. Founded in 1984, Prosser, Inc. has become a respected local and regional leader in our profession by our ability to fulfill our clients' needs with innovative solutions and quality services. Prosser, Inc. is classified as a small business entity, but is not a certified minority business enterprise. We specialize in Project Management - taking the project from inception to completion. Professional services offered by Prosser, Inc. include: landscape architecture; project management; construction management; general planning services; community planning and urban design; roadway and transportation design, site engineering; and graphic design. Prosser, Inc. has a staff of over 40 professionals including Planners, Civil Engineers, Transportation Engineers, Landscape Architects, Graphic Designers, Cost Estimators, and other support design and administrative personnel.

### Professional Qualifications

Master planning, project management, site engineering, construction management and recreation/parks planning, and design are significant areas of focus for Prosser, Inc. We have unrivaled experience in the development of residential communities in North Florida. The combined experience of our Principal In Charge, Ryan Stilwell and the Project Team is demonstrated by work already completed at RiverTown, Palencia, Marshall Creek Community Development District and the World Commerce Center in St. Johns County, FL

The team assembled for the Rivers Edge II CDD contract has a strong background in:

- CDD engineering services
- Civil engineering and regulatory permitting
- Landscape architectural planning and design
- Master planning/residential communities
- Construction administration and management
- Recreational and park facilities planning and design

In addition, the entire team has specific work experience within RiverTown and thus is already familiar with the site.

### Facilities and Equipment

Prosser, Inc. occupies 11,830 square feet of office space in the Windsor Parke area of Jacksonville. We have the latest state-of-the-art hardware and software to provide cost-effective and technically correct solutions. Additionally, the firm has expansive in-house graphics capabilities and resources for production of presentation material, including slides and presentation boards.

The significant production software titles that we use include:

- Autodesk AutoCAD
- Autodesk Civil 3D 2018
- Autodesk Imaging
- Bentley Microstation
- Bentley Geopak
- Bentley Descartes
- Bentley SewerCAD
- ESRI ArcGIS
- Cube Voyager Transportation Modeling Suite
- Water, Sewer, and Pond Modeling and Engineering Software
- Adobe Suite and Macromedia Graphics Software
- Microsoft Server and Office Suites

The firm also has large format plotting, copying, and scanning capabilities, both in black and white, and color.

### Willingness to Meet Time and Budget

Since our establishment in 1984, Prosser has earned a reputation for providing quality services, on time and within budget. This is best reflected by the fact that more than 80 percent of our business is through repeat clientele. We fully intend to give this project the same focus and dedication in order to meet all budget and deadlines set by the District.

Prosser commits to having the key staff, as represented by the resumes within this proposal, **available for the entire life of this contract**. These staff members will be available at the start of this project and will remain available through its completion.

Prosser assigns personnel based upon the expertise of the individual in the particular task area. In order to complete tasks effectively and in the most efficient manner, Prosser plans and schedules staff resources months ahead of their need to guarantee their availability. This ensures that the right individuals are available at the right time in the development of the project.

We are experienced in quick-response contracts, which require strict adherence to time schedules and a close, day-to-day working relationship with our clients. Our success hinges upon our ability to manage project tasks, and on our understanding of the client's

operational constraints. We recognize the need for occasional changes in direction and priorities and have built flexibility into our project management system.

The traditional design, bid, and build procurement process places the challenge of managing both schedule and budget on the staff and program management. Minor changes that occur in the planning, study and design phases affect both the original schedule and cost estimate, however, the cumulative impact of the minor changes create a "ripple effect." We manage a proactive cost estimate for the project that adjusts for changes in scope, selection of alternatives and other external factors. **This proactive method of cost estimating manages the final estimate for construction so there are no surprises or shocks to the budget.**

**Past Experience & Performance**

Prosser, Inc. and its team of planners, engineers and landscape architects have planned and designed some of the most unique and creative parks, greenways, golf facilities, marinas, athletic facilities and residential developments in northeast Florida over the last 30 years. Most notably, we are very familiar with the requirements and unique characteristics of CDDs as outlined in our Example Projects. Ryan Stilwell has managed CDD's within St. Johns County for over 10 years and continues to serve as District Engineer. In addition, our firm excels at communicating, coordinating and facilitating multi-discipline efforts of diverse teams that include varieties of sub consultants and numerous stakeholders. Another notable example of that includes our service to the St. Johns County School District through an ongoing continuing service contract for over 20 years.

**Geographic Location**

Our office is approximately 26 miles from the Rivers Edge II CDD boundary. We have the ability to be at the job site, in person, when immediate needs arise.

**Current and Projected Workloads**

Prosser currently has many on-going land development and roadway design projects statewide in various stages of completion. Our management of workload projections assures that the assigned Project Manager and his supporting staff will be fully focused on the District's needs and provide the level of responsiveness required to make this a successful project.

All activities will be under the direct supervision of Prosser's Project Manager, **Mr. Ryan Stilwell, PE**. Prosser, Inc. firmly believes that effective communication begins with establishing well-defined points-of-contact between the District and the consultant. Therefore, all project management duties, correspondence and communication will flow through Ryan. Ryan's key responsibility will be to offer prompt, personalized service to the District through continuous and consistent communication that will include as necessary progress reports. Ryan will also ensure that the District staff is continually contacted to discuss critical path items or issues that arise during the design process and will not hesitate to solicit opinions concerning certain areas of expertise. Furthermore, Ryan will have the authority and manpower to commit the necessary resources to keep the Prosser team on schedule.



**Volume of Work Previously Awarded**

Prosser, Inc. is currently under contract to provide interim engineering services for Rivers Edge II Community Development District.

**The Prosser, Inc. Advantage - A single source for your needs from planning through construction close-out.**

Your Project Manager, Ryan Stilwell, PE, will address situations or changes as projects develop (as they inevitably do) and handle them efficiently and effectively. Not only does Prosser, Inc. take immense pride in providing quality service, but we also take immense pride in significantly reducing our client's workload.

**I. AUTHORIZED REPRESENTATIVE**

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

8/14/2018

33. NAME AND TITLE

Ryan P. Stilwell, Principal

# ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (if any)

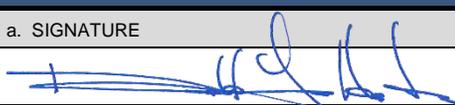
## PART II – GENERAL QUALIFICATIONS

*(If a firm has branch offices, complete for each specific branch office seeking work.)*

2a. FIRM (OR BRANCH OFFICE) NAME		3. YEAR ESTABLISHED	4. UNIQUE ENTITY IDENTIFIER
Prosser, Inc.		1984	13-1966327
2b. STREET		5. OWNERSHIP	
13901 Sutton Park Drive South, Suite 200		a. TYPE Corporation	
2c. CITY	2d. STATE	2e. ZIP CODE	b. SMALL BUSINESS STATUS
Jacksonville	FL	32224	Small Business for NAICS 541330
6a. POINT OF CONTACT NAME AND TITLE		7. NAME OF FIRM (if block 2a is a branch office)	
Donald Fullerton, President / Principal			
6a. TELEPHONE NUMBER	6c. E-MAIL ADDRESS		
(904) 739-3655	dfullerton@prosserinc.com		
8a. FORMER FIRM NAME(S) (if any)		8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
Prosser Hallock, Inc.		1984	13-1966327

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	6		A05	Airports	1
06	Architect	2		C15	Construction Management	2
08	CADD Tech (designers)	6		E02	Educational Facilities	5
12	Civil Engineer	7		E11	Environmental Planning	2
16	Construction Manager	1		G04	GIS Services	2
39	Landscape Architect	7		G06	Graphic Design	3
47	Planner: Urban/Regional	6		H03	Landscape Architecture	4
60	Transportation Engineer	4		H09	Hospitals & Medical Facilities	4
29	Geographic Information System Specialist	2		H11	Housing	5
	Graphic/3D Specialist	3		O01	Office Buildings; Industrial Parks	3
	Real Estate Specialist	1		P05	Planning (Regional, Community)	5
	Federal Programs	3		P06	Planning (Site, Instnl, Project)	4
				R04	Recreational Facilities	3
				R06	Rehabilitation (Bldgs, Structures)	1
				S07	Solid Waste; Incineration; Landfill	2
				S11	Sustainable Design	2
				T03	Traffic/Transportation Engineering	5
				Z01	Zoning; Land Use Studies	2
				E09	EIS, Assessment or Statements	2
				O03	Ordnance; Munitions; Special Weapons	2
<b>Total</b>		<b>48</b>	<b>N/A</b>			

1. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUE OF FIRM FOR LAST 3 YEARS <i>(Insert revenue index number shown at right)</i>		PROFESSIONAL SERVICES REVENUE INDEX NUMBER			
a. Federal Work	2	1. Less than \$100,000	6. \$2 million to less than \$5 million	7. \$5 million to less than \$10 million	8. \$10 million to less than \$25 million
b. Non-Federal Work	7	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million	8. \$10 million to less than \$25 million	9. \$25 million to less than \$50 million
c. Total Work	7	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million	9. \$25 million to less than \$50 million	10. \$50 million or greater
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million	10. \$50 million or greater	
		5. \$1 million to less than \$2 million			

12. AUTHORIZED REPRESENTATIVE <i>The foregoing is a statement of facts.</i>	
a. SIGNATURE 	b. DATE 08/14/18
c. NAME AND TITLE Donald V. Fullerton, President	

*SEVENTH ORDER OF BUSINESS*

**RESOLUTION 2018-19**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE DATE, TIME AND PLACE OF A PUBLIC HEARING AND AUTHORIZING PUBLICATION OF A NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE AND RATES, FEES AND CHARGES OF THE DISTRICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Rivers Edge II Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within St. Johns County, Florida; and

**WHEREAS**, the District’s Board of Supervisors (the “Board”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT:**

Section 1. A Public Hearing will be held to adopt Rules of Procedure and rates, fees and charges of the District on October 17, 2018 at 10:00 a.m., at the RiverTown Amenity Center located at 156 Landing Street, St. Johns, Florida 32259.

Section 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, Florida Statutes.

Section 3. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 22<sup>nd</sup> day of August, 2018.

**ATTEST:**

**RIVERS EDGE II COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Vice/Chairperson, Board of Supervisors

**Exhibit A**  
Rates and Rules of Procedure

Rate:

In accordance with Chapters 190 and 120, *Florida Statutes*, the RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT (“District”) hereby gives notice of its intention to develop rules setting the requirements for the use and suspension from use by non-resident users and establishing non-resident fees related to the use of the District’s recreation facilities and services.

Individual Non-Resident Annual User Fee: \$8000.00

Rules of Procedure – see attached.

**RULES OF PROCEDURE  
RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT**

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**Rule 1.0      General.**

- (1) The Rivers Edge II Community Development District (the “District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Rule 1.1 Board of Supervisors; Officers and Voting.**

- (1) Board of Supervisors. The Board of Supervisors of the District (the “Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected by resident electors must be citizens of the United States of America, residents of the State of Florida and of the District, registered to vote with the Supervisor of Elections of the county in which the District is located, and qualified. The Board shall exercise the powers granted to the District under Florida law.
  - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
  - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
  - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
  - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
  - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall convene and conduct the

meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “Record of Proceedings,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
  - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner’s election or appointed to fill a vacancy of a seat last filled at a landowner’s election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the

Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 112.3143, 190.006, 190.007, Fla. Stat.

**Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements.**

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
  - (a) Agenda packages for prior 24 months and next meeting;
  - (b) Official minutes of meetings, including adopted resolutions of the Board;
  - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
  - (d) Adopted engineer's reports;
  - (e) Adopted assessment methodologies/reports;
  - (f) Adopted disclosure of public financing;
  - (g) Limited Offering Memorandum for each financing undertaken by the District;
  - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
  - (i) District policies and rules;
  - (j) Fiscal year end audits; and
  - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these

rules is appointed as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of an individual who is qualified to perform the labor. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in the section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. After the request has been fulfilled, additional payments or credits may be due.
- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.

- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 190.006, 119.07, Fla. Stat.

**Rule 1.3      Public Meetings, Hearings, and Workshops.**

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. “General circulation” means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
  - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
  - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
  - (d) The following language: “Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, or by calling (904) 940-5850. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.”
  - (e) The following language: “A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.”

- (f) The following language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare a notice and an agenda of the meeting/hearing/workshop. The notice and agenda shall be available to the public at least seventy-two (72) hours before the meeting/hearing/workshop except in an emergency. For good cause, the agenda may be changed after it is first made available for distribution. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
  - (a) District Counsel
  - (b) District Engineer
  - (c) District Manager
    - 1. Financial Report
    - 2. Approval of Expenditures
- Supervisor’s requests and comments
- Public comment
- Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board’s consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office.

Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.

- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however,

at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.

- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
  - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
  - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
  - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorneys must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with

the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0114, Fla. Stat.

## **Rule 2.0 Rulemaking Proceedings.**

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
  - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
  - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
  - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing

by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
  - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District, or has substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
  - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
  - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
  - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.

- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:
- (a) The texts of the proposed rule and the adopted rule;
  - (b) All notices given for a proposed rule;
  - (c) Any statement of estimated regulatory costs for the rule;
  - (d) A written summary of hearings, if any, on the proposed rule;
  - (e) All written comments received by the District and responses to those written comments; and
  - (f) All notices and findings pertaining to an emergency rule.
- (11) Petitions to Challenge Existing Rules.
- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
  - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
  - (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
  - (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
  - (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the

existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:

- (i) Administer oaths and affirmations;
  - (ii) Rule upon offers of proof and receive relevant evidence;
  - (iii) Regulate the course of the hearing, including any pre-hearing matters;
  - (iv) Enter orders; and
  - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variations and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variations and waivers from District rules may be granted subject to the following:
- (a) Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
  - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
    - (i) The rule from which a variance or waiver is requested;
    - (ii) The type of action requested;
    - (iii) The specific facts that would justify a waiver or variance for the petitioner; and

- (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
  - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
  - (d) The Board shall grant or deny a petition for variance or waiver, and shall announce such disposition at a publicly held meeting of the Board, within sixty (60) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

**Specific Authority:** §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

**Law Implemented:** §§ 190.011(5), 190.035(2), Fla. Stat.

**Rule 3.0      Competitive Purchase.**

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
  - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
  - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed one million dollars (\$1,000,000), for a study activity when the fee for such Professional Services to the District does not exceed fifty thousand dollars (\$50,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
  - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
  - (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.

- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
  - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
  - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances

where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) “Invitation to Bid” is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) “Invitation to Negotiate” means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) “Negotiate” means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) “Professional Services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) “Proposal (or Reply or Response) Most Advantageous to the District” means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
  - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
  - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
  - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
  
- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
  - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
  - (ii) The past performance of the entity/individual for the District and in other professional employment;
  - (iii) The willingness of the entity/individual to meet time and budget requirements;
  - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
  - (v) The recent, current, and projected workloads of the entity/individual;
  - (vi) The volume of work previously awarded to the entity/individual;
  - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
  - (viii) Whether the entity/individual is a certified minority business enterprise.

- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.033, 255.20, 287.055, Fla. Stat.

**Rule 3.1 Procedure Under The Consultants' Competitive Negotiations Act.**

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
  
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
  - (a) Hold all required applicable federal licenses in good standing, if any;
  - (b) Hold all required applicable state professional licenses in good standing;
  - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
  - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. Consultants who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail. The Board has the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not

receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
  - (i) The ability and adequacy of the professional personnel employed by each consultant;
  - (ii) Whether a consultant is a certified minority business enterprise;
  - (iii) Each consultant's past performance;
  - (iv) The willingness of each consultant to meet time and budget requirements;
  - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
  - (vi) The recent, current, and projected workloads of each consultant; and
  - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all

consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

### **Rule 3.2 Procedure Regarding Auditor Selection.**

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts.

(1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the audit selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Audit Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an audit selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee should include at least three individuals, some or all of whom may also serve as members of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
  - (i) Hold all required applicable federal licenses in good standing, if any;
  - (ii) Hold all required applicable state professional licenses in good standing;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with

Chapter 607 of the Florida Statutes, if the proposer is a corporation; and

- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
  - (i) Ability of personnel;
  - (ii) Experience;
  - (iii) Understanding of scope of work;
  - (iv) Ability to furnish the required services; and
  - (v) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.
- (6) Committee’s Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of

the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

(7) Board Selection of Auditor.

- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

(8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by

both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:

- (a) A provision specifying the services to be provided and fees or other compensation for such services;
  - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
  - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than July 1 of the fiscal year that follows the fiscal year for which the audit is being conducted;
  - (d) A provision specifying the contract period, including renewals and conditions under which the contract may be terminated or renewed. No contract shall continue, or allow the contract to be renewed, for a period of more than three years from the date of its execution. A renewal may be done without the use of the auditor selection procedures provided in this Rule, but must be in writing.
  - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** §§ 119.0701, 218.391, Fla. Stat.

**Rule 3.3 Purchase of Insurance.**

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
  - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
  - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
  - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail.
  - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
  - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
  - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
  - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the

Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** § 112.08, Fla. Stat.

**Rule 3.4 Pre-qualification**

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
  - (a) The Board shall cause to be prepared a Request for Qualifications.
  - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
  - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
  - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
  - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or

responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
  - (i) Hold the required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

- (j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.033, 255.0525, 255.20, Fla. Stat.

**Rule 3.5 Construction Contracts, Not Design-Build.**

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
  - (i) Hold the required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting, and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals,

Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of construction services, which steps may include a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
  - (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
  - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

**Rule 3.6 Construction Contracts, Design-Build.**

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
  - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
  - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
  - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications based selection process pursuant to Rule 3.1.
    - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
    - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
  - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
  - b. Hold all required applicable federal licenses in good standing, if any;
  - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
  - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting, and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no proposals are received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of design-build services, which steps may include a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Failing accord with the second most qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
  9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
  10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package, and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
  - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
  - (5) Exceptions. This Rule is inapplicable when:
    - (a) The project is undertaken as repair or maintenance of an existing public facility;
    - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

- (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

**Rule 3.7      Payment and Performance Bonds.**

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work, and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
  
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
  
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** § 255.05, Fla. Stat.

**Rule 3.8 Goods, Supplies, and Materials.**

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
  - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
    - (i) Hold the required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the

lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) bids, proposals, replies, or responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of goods, supplies, and materials, which steps may include a

direct purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

**Rule 3.9 Maintenance Services.**

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
  - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
    - (i) Hold the required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
  - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
  - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of maintenance services, which steps may include a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer.
- (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.

**Law Implemented:** §§ 119.0701, 190.033, 287.017, Fla. Stat.

**Rule 3.10 Contractual Services.**

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
  
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

**Rule 3.11 Protests With Respect To Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.**

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, the Board may require any person who files a notice of protest to post a protest bond in the amount equal to 1% of the anticipated contract amount

that is the subject of the protest. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
  - (a) Administer oaths and affirmations;
  - (b) Rule upon offers of proof and receive relevant evidence;
  - (c) Regulate the course of the hearing, including any pre-hearing matters;
  - (d) Enter orders; and
  - (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect or an irregularity in the competitive solicitation process, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** § 190.033, Fla. Stat.

**Rule 4.0      Effective Date.**

These Rules shall be effective July 18, 2018, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.011(5), 190.011(15), Fla. Stat.

*EIGHTH ORDER OF BUSINESS*



*NINTH ORDER OF BUSINESS*

*D.*

# RIVERTOWN

mattamyHOMES

## Amenities Manager Report

Date of report: **8/22/18**

Submitted by: **Jason Davidson**

### **RiverClub update / No Board action required:**

RiverClub Access control goes live on Sept. 1<sup>st</sup>

Usage: 3,238

### **RiverHouse / No Board action required:**

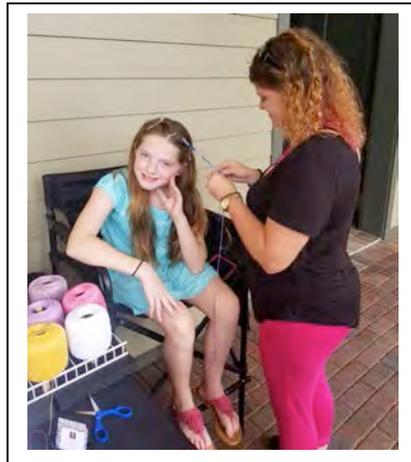
All loungers have been re-slung and returned to the pool deck.

Usage: Pool – 2,344 : Tennis – 57 : Gym – 422 : RiverHouse – 93 : Total – 2,916

### **EVENTS UPDATE:**

#### **Staycation Sunday**

Why leave RiverTown for vacation? When you live here you are on vacation! 100-120 attended. Created an island/resort vibe with a steel drum band, airbrush tattoos and hair braiding. Residents loved this event stating they felt like they were at a resort!



### Wild Wonders Animal Show

75-100 attended this show. Vendor brought in 17 different types of animals to show to the residents. The show also included audience participation. Residents were still talking about this event the next day!



### Painting with a Twist

This Painting with a Twist session was held for kids. 18 kids attended. Residents paid for this event. Kids painted a beach scene and enjoyed playing games while they waited for the paint to dry.



### Bricks 4 Kidz

25 kids attended this event (which hit the maximum). Residents had to pay for this event. Kids made Lego robots and then had free play.

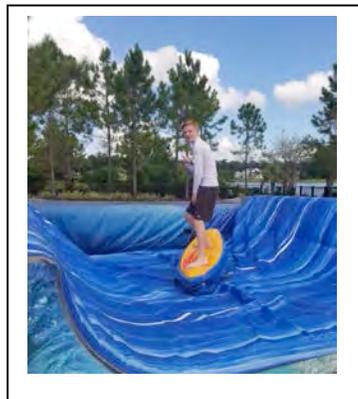


### Dive in Movie Night

Unfortunately, due to a strong storm this event was cancelled (after we were set up and ready to go).

### Summer Spectacular Send-Off

RiverTown ended summer with a bang! 125-130 residents attended. A surf simulator was brought in and was received with enthusiasm! Also, on site was a giant inflatable waterslide as well as airbrush tattoos. Plus, residents enjoyed live music!



### **Mosaic Basics Class**

This event was cancelled due to lack of signups. A minimum of 10 was needed and only 5 signed up. We will reschedule later in the year.

### **Kayak Tour**

7 residents attended. The maximum was 10. Residents launched from the RiverFront Park dock. Black Creek Outfitters took residents on a tour of the St Johns River. We are looking into holding another tour this fall.



### **New Monthly Events**

**Game Day:** Residents meet monthly to play different board games. Attendance has been scarce, but we will continue for a couple more months to see if we can get a following.

**Ladies Pot Luck Lunch:** This has been well received. Ladies in the neighborhood bring a dish to share. This event is held at the RiverClub Café. Over the summer we averaged 5-6 attendees per month, however there have been requests not to cancel this event because many were not able to join over the summer.

**Men's Social:** New event coming in August.

**August Events:** Food Truck Friday, Kayak Tour, Summer Spectacular Send-Off, Game Day, Ladies Pot Luck, Men's Social, Adult Night, Dive-In Movie, Ballroom Dance Class and High Fitness Class

**July Events:** Game Day, Ladies Pot Luck, RiverTown Moms Meetup, Staycation Sunday, Resident Continental Breakfast, Flower Arranging Class, Adult Swim Night, plus kid's week featuring Wild Wonders, Painting with a Twist, Bricks for Kidz and a dive-in movie!

**ACTION ITEMS: Board Action Required**

Included in the agenda package you will find proposals from Miller Tennis and Brett Glidewell to take over our tennis program here at RiverTown. Please see comparison below.

Vendor	Qualifications	Benefits	Cost
Miller Tennis	USTA Certified	Cost savings on overall court maintenance and labor through consulting. Attraction of new homebuyers through league play, programing, and events. Strategic selection of new court construction adding value and efficiency to Rivertown residents also resulting in cost savings. Fun programming for current residents of all ages. Will provide quotes for any clay court removal, minor clay court resurfacing projects, algae removal, or basic line repair as needed. Will consult on any major court resurfacing projects assisting in finding the best value.	revenue share of 10% of all tennis instruction, clinics, camps, socials, round robins/play days, adult and junior league team fees, tournaments and all oth tennis related revenue to RECDD. 90% of the revenue listed will be retained 904 Tennis.
Brett Glidewell	USTA Certified	Will personally "oversee" all aspects of the tennis program and appearance of the facility on a daily basis. Brett will provide the necessary tennis teaching equipment for all lessons, coordinate with other Rivertown Management on cooperative community events, submit required information to the community newsletter, and assist with court maintenance as needed.	Monthly Base Salary for Tennis Director, Brett Glidewell to be paid on the 1st the month \$2,700 for all duties and responsibilities outlined in this proposal. Lesson and Camp Profit Share to be 90% Tennis Director, Brett Glidewell, 10% RECDD. All Lesson and Camp Profit Share for any additional Tennis Profession TBD, to be 80% Tennis Professional, 10% Tennis Director, Brett Glidewell, 10 Rivertown Management. All tennis goods and services excluding. All Lessons : Camps Profit Share to be 100% Tennis Director

*Should you have any comments or questions feel free to contact me directly [jdavidson@vestapropertyservices.com](mailto:jdavidson@vestapropertyservices.com)*



*E.*

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# RIVERTOWN

mattamyHOMES

## Field Operation Manager's Report

*Date of report: 8/14/2018*

*Submitted by: Robert Beladi*

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### **RIVERHOUSE AMENITY UPDATE:**

- All buildings were chemical/power washed
- New hinges replaced on entry gate
- Replaced broken ceiling fan under pavilion on pool deck
- Cushions were cleaned on outside furniture
- 24 lounge chairs were repaired 30 more are to finished 8/30

### **RIVERCIUB AMENITY UPDATE:**

- Club and Café has been chemical/power washed
- Drainage will to be added around playground
- 2 Dead magnolia trees were removed
- Kayak building and launch were chemical washed

### **RIVERPARK AMENITY UPDATE:**

- Mowing on hold due to rain
- Pressure washing of sidewalks and signage scheduled for 8/20/2018

### **COMMON GROUNDS:**

- The Landings have new mulch in entry ways
- Roundabout and curbing were power washed on RiverTown Blvd
- Sidewalks and curbing were power washed along Riverwalk Blvd
- Curbing, CDD sidewalks, and Mailbox Kiosk were power washed
- All parks, CDD sidewalks, and curbing will be power washed throughout the next 2 months

### **LANDSCAPE REPORT:**

- Mowing has been a challenge to catch up on from rain.
- Lakes 2 edging on cart path and tree rings complete
- Removal of weeds in annual beds and shrubs started but not complete

- Mowing of 244 and RiverPark too wet to mow will be attempted 8/15/2018

#### **POND SERVICE REPORT:**

##### CR 244

- Pond 1 treated for torpedo grass
- Pond 2 treated for torpedo grass
- Pond 3 Perimeter vegetation decaying from previous treatment
- Pond 4 Treated vegetation around pond
- Pond 5 Treated torpedo grass and alligator weed.
- Pond 7 Treated algae around entire pond
- Pond 8 Treated torpedo grass

##### RiverTown

- Pond A treated for alligator weed
- Pond E treated torpedo grass, no algae noticed
- Pond C treated alligator weed and torpedo grass, no algae noticed
- Pond B perimeter vegetation decaying, pond is in good condition
- Pond G Perimeter grasses are decaying, this will cause algae to form around edge of pond
- Pond K Treated algae around both ends of pond
- Pond H Treated algae around edge of pond, removed small amount of trash
- Pond D Treated lily pads and cleaned outflow structure
- Pond I Treated algae and perimeter vegetation. Removed small amount of trash.
- Pond J Treated algae and perimeter weeds around pond, removed trash from water.
- Pond L Sprayed perimeter vegetation and removed trash.
- Pond M Treated algae, water level to high to treat perimeter.
- Pond Q Treated pond with gator, easement to wet for truck/boat.
- Pond R Removed trash from water, treated perimeter for torpedo grass.
- Pond S Treated algae Charra and cattails around pond.
- Pond T Treated torpedo grass and algae.
- Pond U Treated algae charra and picked up trash from water.
- Pond V Treated algae and removed trash from water.

#### **UPCOMING PROJECTS:**

Replace up lighting on RiverWalk Blvd with 75 watt LED up lights (Flood).

Cost is \$153.50 per light Qty. 75 total cost \$11,512.5

We will do the conversion in house saving the CDD 28,487.5

I would like to wait until 10/1/2018 for the new budget to be in effect so we do not go over budget.

Continued efforts in establishing a high quality maintenance program, that will help minimize unnecessary project expenses and allow us to focus more heavily on the detail and overall aesthetic appeal, thus fulfilling the overall expectations of the existing, new, and future residents of RiverTown

*Should you have any comments or questions feel free to contact me directly*

[rbeladi@vestapropertyservices.com](mailto:rbeladi@vestapropertyservices.com)

