

Silverleaf Community Development District

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The meeting of the Board of Supervisors for the **Silverleaf Community Development District** will be held **Monday, March 13, 2023, at 1:00 p.m. located at 3805 Shimmering Oaks Drive, Bradenton, FL 34202.** The following is the proposed agenda for this meeting.

Call in number: 1-844-621-3956

Passcode: 792 560 599 #

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Call to Order
- Roll Call
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*

General Business Matters

1. Consideration of the Minutes of the February 6, 2023, Board of Supervisors Meeting
2. Public Hearing on The Adoption of the District's Rules of Procedure
 - a. Presentation of the Rules of Procedure
 - b. Public Comments and Testimony
 - c. Board Comments
 - d. Consideration of Resolution 2023-03, Adopting Rules of Procedure
3. Review and Consideration of Request for Qualifications for District Engineering Services
 - a. BDI Engineers
4. Review and Consideration of Wetlands Maintenance Services Agreement with Eco-Logic Services, LLC
5. Review of Eco-Logic Services LLC Invoices
6. Discussion Pertaining to Annual Wetland Mitigation Services
7. Ratification of Pond Professional, LLC Aquatic Planting Proposal
8. Ratification of Payment Authorization #185 - 186
9. Review of District Financial Statements

Other Business

- Staff Reports
 - District Counsel
 - District Engineer
 - District Manager
- Audience Comments



pfm

- Supervisors Requests

Adjournment



**SILVERLEAF
COMMUNITY DEVELOPMENT DISTRICT**

Minutes of the February 6, 2023,
Board of Supervisors Meeting

MINUTES OF MEETING

**SILVERLEAF COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS MEETING MINUTES**

**Monday, February 6, 2023, at 1:00 p.m.
3805 Shimmering Oaks Dr
Parrish, FL 34202**

Board Members in attendance via conference call or in person:

Paul Gressin	Chairperson	
Jackie Miller	Assistant Secretary	
Timothy Abramski	Assistant Secretary	
Jonathan Decker	Assistant Secretary	(via phone)

Also present via conference call or in person:

Vivian Carvalho	PFM Group Consulting LLC	(via phone)
Venessa Ripoll	PFM Group Consulting LLC	
Jorge Jimenez	PFM Group Consulting LLC	(via phone)
Grace Kobitter	KE Law Group	(via phone)
Jeb Mulock	ZNS Engineering	(via phone)

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

The Board of Supervisors' Meeting of the Silverleaf Community Development District was called to order at 1:00 p.m. Ms. Ripoll proceeded with roll call and confirmed quorum to proceed with the meeting. Those in attendance are outlined above either in person or via speakerphone.

Public Comment Period

There were no members of the public present.

SECOND ORDER OF BUSINESS

General Business Matters

**Consideration of the Minutes of the
January 16, 2023, Board of Supervisors
Meeting**

The Board reviewed the Minutes of the January 16, 2023, Board of Supervisors' Meeting.

ON MOTION by Mr. Gressin, seconded by Mr. Abramski, with all in favor, the Board approved the Minutes of the January 16, 2023, Board of Supervisors Meeting.

Discussion on Rules of Procedure
a. Consideration of Resolution 2023-02,
Setting Public Hearing on Rule Making

Ms. Kobitter gave a brief explanation of the resolution that was presented to the Board. The Board discussed potential dates for the meeting. The public hearing date will be on March 13 at 1:00 p.m.

ON MOTION by Mr. Abramski, seconded by Ms. Miller, with all in favor, the Board approved Resolution 2023-02, Setting Public Hearing on Rule Making for March 13 at 1:00 p.m.

Review and Consideration of Request for
Qualifications for District Engineering
Services

Ms. Ripoll stated that there were no RFQ's returned, it was suggested that this item be tabled to the next meeting.

ON MOTION by Mr. Gressin, seconded by Mr. Abramski, with all in favor, the Board approved tabling this item to the next meeting.

Discussion Pertaining to Annual Wetland
Mitigation Services

This item was tabled to the next meeting.

Ratification of Payment Authorization
#184

The Board reviewed Payment Authorization #184

ON MOTION by Mr. Abramski, seconded by Mr. Decker, with all in favor, the Board ratified Payment Authorization #184.

Review of District Financial Statements

The Board reviewed the Financial Statements.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel- No report.

District Engineer- No report.

District Manager- Ms. Ripoll noted that the next meeting will be held March 13, 2023, at 1:00 p.m. at the same location.

Audience Comments and Supervisor Requests

Ms. Miller asked about an email address for the Board to use in the future.

FOURTH ORDER OF BUSINESS

Adjournment

There was no additional business to discuss. Ms. Ripoll requested a motion to adjourn.

ON MOTION by Mr. Decker, seconded by Mr. Gressin, with all in favor, the February 6, 2023, Meeting of the Board of Supervisors of the Silverleaf Community Development District was adjourned at 1:10 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

**SILVERLEAF
COMMUNITY DEVELOPMENT DISTRICT**

Resolution 2023-03,
Adopting Rules of Procedure

RESOLUTION 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVERLEAF COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Silverleaf Community Development District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the Manatee County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Amended and Restated Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SILVERLEAF COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The attached Amended and Restated Rules of Procedure are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. These Amended and Restated Rules of Procedure shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 13th day of March, 2023.

ATTEST:

**SILVERLEAF COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amended and Restated Rules of Procedure

Exhibit A
Rules of Procedure

**RULES OF PROCEDURE
SILVERLEAF COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF _____, 2023

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Rule 1.0 General.

- (1) The Silverleaf Community Development District (“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 (“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 (“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 or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. 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 at least 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 at least 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 the Florida Constitution and 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; Financial Disclosure Coordination.

- (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 the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. 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 this 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. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be

due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (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.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

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

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, 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' 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, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. 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 or substantially similar 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 407-723-5900. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar 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 or substantially similar 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.”

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days before each meeting, hearing, or workshop.

- (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 an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. 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, upon consultation with the District Manager and District Counsel, if available, 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. Unless such procedure is waived by the Board, 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 attorney 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.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

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

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

(1) Internal Controls. The District shall establish and maintain internal controls designed to:

- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and
- (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
- (c) Support economical and efficient operations; and
- (d) Ensure reliability of financial records and reports; and
- (e) Safeguard assets.

(2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

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

Law Implemented: § 218.33(3), 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.
- (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 a 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 ninety (90) 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 two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), 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 state professional licenses in good standing;
 - (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 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. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. 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) Responsive 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. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(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 auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor 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 shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(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 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 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) Ability to furnish the required services; and
 - (iv) 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 or document in its public records the reason for not selecting 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 June 30 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. The maximum contract period including renewals shall be five (5) years. 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, 218.33, 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. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (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 all 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, electronic 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.

(3) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension,

revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.

- viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- xii. The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

(b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

(c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request

for the hearing. The decision shall be issued within 15 days after the hearing.

- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist;
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

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 all 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 including but not limited to, reemployment assistance, 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

proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to 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 contract; 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 including but not limited to reemployment assistance, 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 **the proposals are too high**, or 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) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to 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. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second 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 third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. 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 all 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 Responsive and Responsible 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 Responsive and Responsible 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) Responsive 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 proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to 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 maximum period of five (5) years.
- (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 all 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 proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to 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 maximum period of five (5) years.
 - (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 the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is 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, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. 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, the Bids, Proposals, Replies, and Responses are too high, 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 _____, 2023, 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.

**SILVERLEAF
COMMUNITY DEVELOPMENT DISTRICT**

Request for Qualifications
for District Engineering Services



TECHNICAL PROPOSAL

SILVERLEAF COMMUNITY DEVELOPMENT DISTRICT

Submitted to: PFM Group Consulting

BDi
BRLETIC DVORAK INC.



March 8 2023

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March 8, 2023

PFM Group Consulting LLC
3501 Quadrangle Boulevard, Suite 270 | Orlando, FL 32817
Attn: Jorge Jimenez Orsini Assistant District Manager

RE: Request for Qualifications for Professional Engineering Services
Silverleaf Community Development District (CDD)

Dear Selection Committee:

A Community Development District (CDD) is integral in providing the residents of the community it serves the highest quality of life possible, ensuring that high standards of development will continue to be met long into the future. Silverleaf CDD is no exception. We understand the district is responsible for maintaining its existing infrastructure, providing capital improvements, and improving the quality of the development, all while operating within closely monitored and audited budgets to meet the high expectations for the community they serve. It is crucial to your CDD's continued long-term success that your consulting engineer shares your focus on careful, timely, and cost-conscious fulfillment of the residents' expectations.

Brletic Dvorak, Inc. (BDI) has successfully performed on a myriad of general service contracts based on our reputation for delivering a high-quality product and outstanding service to our partners.

Leading our commitment to the Silverleaf CDD is myself, Robert Dvorak, PE. I have over 35 years of civil engineering experience and a strong understanding of the unique needs of a CDD. My ability to develop strong relationships with clients has ensured that the end results exceed the expectations of District Managers through careful coordination of schedules, budgets, and priorities. I am most proud of my reputation of responsiveness when addressing the needs of BDI's clients. The point of contact for this CDD will be myself, Robert Dvorak. I will be responsible for attending District Board meetings, coordinating projects and construction inspection services, and any other engineering tasks.

BDI's staff has a breadth of experience in working with CDDs, which means you benefit by getting professional expertise delivered with a personalized approach and attentiveness to your needs. As the District Engineer for several similar CDDs, we believe we have a thorough understanding of your service requirements.

Our first priority is to establish a personalized team for each individual work assignment undertaken. This process begins with understanding your needs. Based on our coordination and research, we will assign a project team that has the best experience to meet those needs. I will strategically determine how to best utilize our internal resources as well as choose subconsultants, if needed, that would best complete the team. This approach ensures that we have the right resources to exceed your expectations.

Asset Management: BDI can assist the District by developing or updating land ownership and maintenance maps depicting District property and facilities and areas maintained by vendors such as landscapers or aquatic services. Wetlands and buffer areas may also be added as needed to educate residents and vendors of the different

vegetation restrictions that may exist. These maps are living documents that may be updated as your community grows or as vendor needs change. BDI can also provide asset reports cataloging facilities or property, such as stormwater facilities or streets, for condition, suggested maintenance, or replacement so that future capital fund expenditures may be scheduled in advance.

Capital Improvements: BDI can provide the District with planning assistance in determining needed capital improvements including the development of construction plans and permits. BDI can also assist in developing capital improvement budgets so that funding may be planned for long term improvements.

Roadway Improvements: BDI can provide the District with traffic analyses to identify vehicle circulation, intersection sight distances, offsite signal warrants, pedestrian crosswalk safety, sidewalk ADA compliance, striping and signing, and street lighting studies and improvement plans.

Drainage Improvements: BDI will identify any nuisance drainage problems, identify potential solutions, and provide cost estimates for each alternative. Sometimes simple regrading or modifications to curbs or landscaping can correct standing water on streets or in grassy areas.

Permitting: BDI will inspect existing ponds in accordance with Southwest Florida Water Management District (SWFWMD) maintenance schedules and all inspection reports will be filed and cataloged by our staff. Our long-term partnership with SWFWMD and our continuing services contracts for reviewing SWFWMD ERP permits and past work on NPDES and Drainage Connection permits for FDOT District 7 have been invaluable in serving the stormwater needs of the following clients:

- Arbor Greene CDD in Tampa, Florida
- Bahia Lakes CDD in Ruskin, Florida
- Bobcat Trail CDD in North Port, Florida
- Concord Station CDD in Land O' Lakes, Florida
- Country Walk CDD in Wesley Chapel, Florida
- Diamond Hill CDD in Valrico, Florida
- Fishhawk Ranch CDD in Valrico, Florida
- Fishhawk IV CDD in Valrico, Florida
- Forest Brooke CDD in Wimauma, Florida
- Harbour Isles CDD in Apollo Beach, Florida
- Heritage Springs CDD in Trinity, Florida
- Lexington Oaks CDD in Wesley Chapel, Florida
- Meadow Pointe II CDD in Zephyrhills, Florida
- Mira Lago CDD in Apollo Beach, Florida
- Lynwood CDD in Ruskin, Florida
- Oak Creek CDD in Wesley Chapel, Florida
- Oakstead CDD in Land O'Lakes, Florida
- River Bend CDD in Ruskin, Florida
- South Fork CDD in Riverview, Florida
- South Fork East CDD in Riverview, Florida
- Spring Ridge CDD in Brooksville, Florida
- Sterling Hill CDD in Spring Hill, Florida
- The Bridgewater CDD in Lakeland, Florida
- The Groves CDD in Land O' Lakes, Florida
- The Preserve at South Branch CDD in Odessa, Florida
- The Preserve at Wilderness Lake CDD in Land O'Lakes, Florida
- The Woodlands CDD in North Port, Florida
- University Place CDD in Apollo Beach, Florida
- Waterset North CDD Apollo Beach, Florida
- Westchase CDD in Tampa, Florida
- Wesbridge CDD in Wesley Chapel, Florida

Teamwork, integrity, responsibility, and hard work are the cornerstones of our corporate culture and the reason we have earned repeat business and referrals from satisfied clients. Our focus is to ensure that our partners get the positive results and successful projects that they want and deserve. These core values are at the heart of every service we perform.

We are confident that the information in this Request for Proposal and the client testimonials substantiate our capabilities and our commitment of quality and integrity to our clients. We look forward to working with the Silverleaf CDD to enhance your community.

Very truly yours,
Brletic Dvorak, INC.

A handwritten signature in blue ink, appearing to read 'R. Dvorak', is positioned above the typed name.

Robert Dvorak, P.E.
Project Manager





ABILITY AND ADEQUACY OF PROFESSIONAL PERSONNEL

FIRM PROFILE

Brletic Dvorak, Inc. (BDI) Brletic, Dvorak, Inc. (BDI) is a multidisciplinary engineering firm serving clients throughout the southwest Florida Area. We provide an array of community development district (CDD) services tailored to our clients' needs. BDI serves numerous CDDs throughout southwest Florida. BDI is a recognized leader in providing engineering services and solutions to communities.

We apply our extensive expertise across a wide variety of disciplines including land development, roadway and traffic design, stormwater management, and construction administration. Our employees are committed to and take pride in helping community development districts improve the quality of life in our communities. We assign the appropriate resources of our firm to perform each project efficiently. BDI is a one-stop shop for all your community's desired projects, assisting you from start to finish and staying within budget and schedule.

SERVICE OFFERINGS INCLUDE:

- Civil Engineering
- Water Resources
- Transportation and Traffic Planning and Design
- Community Engineering
- Construction Management and Inspection

BDI's client base consists of a wide range of public and private organizations with an equal range of project types. With a primary focus on projects requiring civil site development and transportation services combined with a keen desire to work closely with our clients, BDI's service base has grown. Among our specialties are stormwater management facility design, roadway and sidewalk design, roadways, waterways, wetlands and community facilities.

BDI's office is in downtown St. Petersburg with convenient access to the Interstate system and expressways. Our office is a functional, exciting environment that enhances BDI's values. BDI also strives to stay at or ahead of the curve with state-of-the-art software and hardware systems that allow our staff to provide the highest quality deliverables in a timely manner.



SELECT KEY PERSONNEL

BDI consists of dedicated, high quality staff with reputations for excellence and integrity. As previously mentioned, we take great pride in the caliber of our staff and our internal "teamwork" culture. We have reviewed the Request for Qualifications in detail and performed a cursory site review to assure we have the appropriate staff both in quality and quantity. We have assembled a team of professionals consisting of key staff members, that are listed in this section, for the anticipated service areas. With this team, BDI will deliver outstanding services to Wesbridge Community Development District (CDD).



STEPHEN BRLETIC, PE

Stephen Brletic serves as the District Engineer for 18 (CDDs) community development districts providing engineering and consulting services to resident boards in southwest Florida including one of Florida's largest CDDs, Fishhawk Ranch. Mr. Brletic has over 10 years of experience in project management, design, and construction for projects including land development, stormwater management, roadway improvements, and community amenities for not only (CDDs) community development districts, but also local, state, and federal municipalities, and school boards.

Mr. Brletic was born in St. Petersburg, FL and graduated from the University of North Florida in 2011. He has been working in the southwest Florida for the entirety of his career and has continued involvement in the community whether that be through being a part of the Leadership Tampa Bay organization or coaching his son's local sports teams.



ROBERT DVORAK, PE

Robert Dvorak serves as the District Engineer for 10 (CDDs) community development districts located throughout southwest Florida. Mr. Dvorak has over 35 years of civil engineering experience primarily in the field of water resources. Robert's responsibilities include project management, lead technical engineer, for the planning, design and permitting services for a wide range of public and private projects.

Mr. Dvorak graduated from the University of Florida in 1984 and started his engineering career at the Southwest Florida Water Management District in Brooksville, Florida. He has been working in the Tampa Bay area his entire career and in addition to consulting for CDD's, he has supported FDOT, City of Tampa and Pinellas County working as an extension of their staff through various general service contracts.

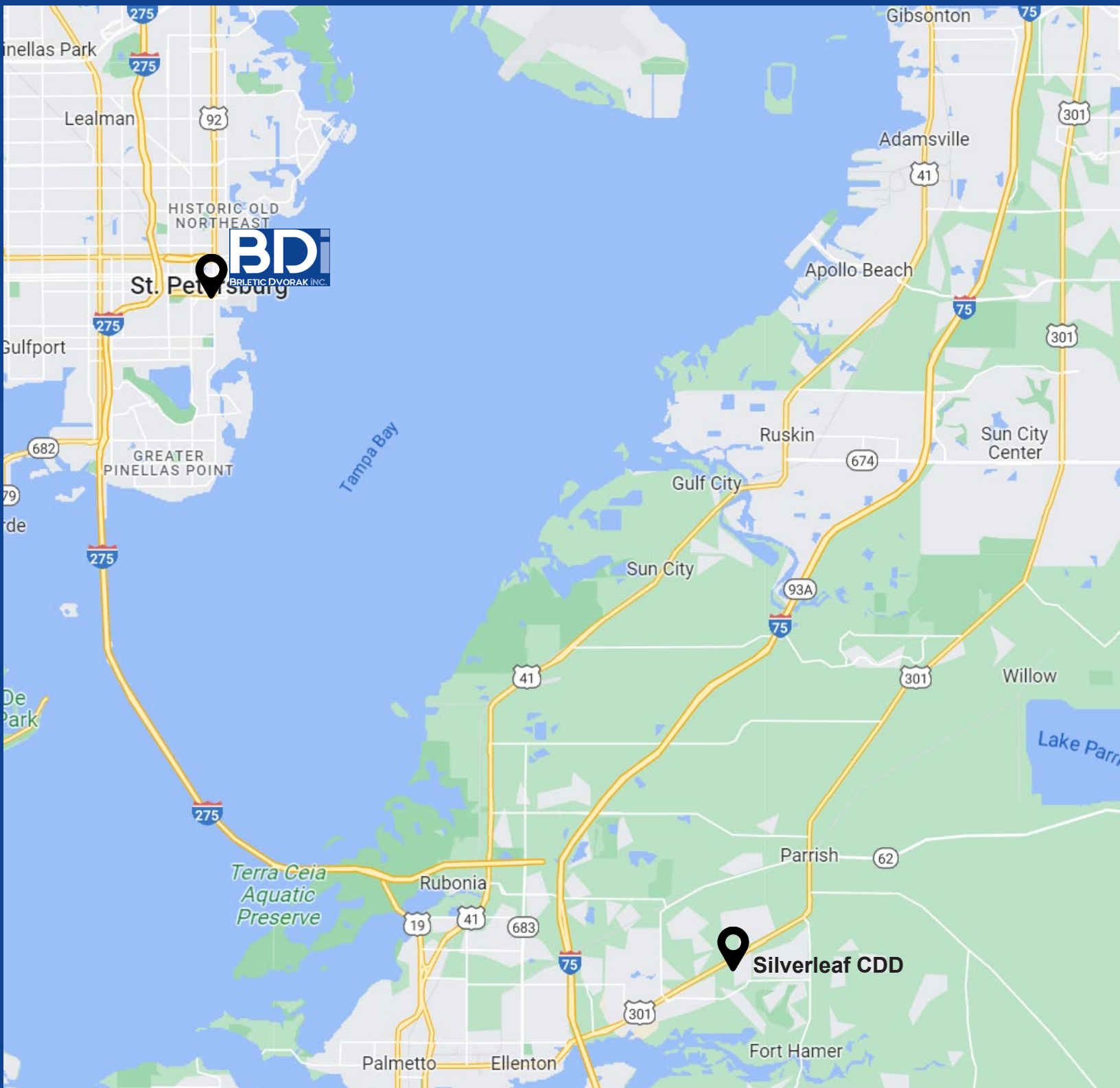
Robert number one core value is relationships based on mutual respect with the primary objective of being the best possible advocate for his clients.

GEOGRAPHIC LOCATION

Brletic Dvorak, Inc.

536 4th Ave. S, Unit 4 St.

Petersburg, FL 33701



PAST PERFORMANCE

CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT (CDD)

Land O' Lakes, FL

Splash Pad. Stephen Brletic performed project management, permitting, and construction administration services in relation to construction of a splash pad amenity and hardscape improvements at the CDD clubhouse. *(Construction budget: \$150,000)*

CDD Common Area Drainage Improvements. Stephen Brletic aided in provided survey, design, permitting and construction administration services to address extensive ponding issues on CDD property that was affecting private property.



Splash Pad at Concord Station CDD

BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT (CDD)

North Port, FL

Roadway Assessment. Robert Dvorak and Stephen Brletic provided a proposal to research the composition of the original roadway asphalt design and performed a site visit to observe existing pavement conditions. BDI will evaluate pavement conditions based on current pavement surface rating guidelines and document the findings, including pictures, in a written report with construction cost estimates.

STERLING HILL COMMUNITY DEVELOPMENT DISTRICT (CDD)

Spring Hill, FL

Permit Inventory and Inspection Scheduling.

Stephen Brletic researched and inventoried permit documents from the SWFWMD office and developed a detailed map and spreadsheet indicating each permit, Sterling Hill Community pond location, inspection time, and Hernando County parcel number.

Splash Pad. Stephen Brletic provided project management services for the CDD selected contractor and Engineer of Record for a splash pad project at the Sterling Hill South clubhouse facility. This also required permit modifications to the community's SWFWMD Environmental Resource Permit.

HERITAGE OAK PARK COMMUNITY DEVELOPMENT DISTRICT (CDD)

Port Charlotte, FL

Clubhouse Acoustics Project. Due to poor sound quality and reverberation in the main hall of the clubhouse, the board requested Robert Dvorak to research specialist acoustic consultants, procure proposals, and provide a summary and recommendation for the boards review and approval. The project was successfully implemented and consisted of 21 acoustic panels placed on walls throughout the clubhouse covered in matching fabric.

Pool Deck Improvement Project. Robert Dvorak prepared plans and specifications for improvements to the clubhouse pool deck which was experiencing subsidence due to poor underlying soils. BDI also prepared and issued an RFP package, solicited proposals from contractors, and held a pre-proposal meeting on-site. This project is ongoing.

DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT (CDD)

Valrico, FL

Brilliant Cut Way Drainage Improvements. Stephen Brletic performed survey, design, permitting, and construction administration

to improve drainage and alleviate nuisance flooding in yards adjacent to CDD ponds and residential properties. *(Construction budget: \$20,000)*

Permit Inventory and Inspection Scheduling. Stephen Brletic researched and inventoried permit documents from the Southwest Florida Water Management District (SWFWMD) office and developed a detailed map and spreadsheet indicating each permit, Diamond Hill Community pond location, inspection time, and parcel number.

Pond Repairs. Stephen Brletic assessed the conditions of a stormwater detention pond and examined recent repairs to its drainage structure and inflow pipe foundation for this two-phase project. Staff collected data, evaluated and researched permits, and performed hydraulic and hydrologic calculations. For Phase I, BDI published a report outlining feasible improvements and cost estimates. For Phase II, BDI developed construction documents for competitive bid and designed a much-improved energy dissipating structure with sand cement armoring and regrading along the bottom and side slopes of the pond.



Pond Repairs at Diamond Hill CDD

HARBOUR ISLES COMMUNITY DEVELOPMENT DISTRICT (CDD)

Apollo Beach, FL

Permit Inventory and Inspection Scheduling. Stephen Brletic researched and inventoried permit documents from the SWFWMD office and developed a detailed map and spreadsheet indicating each permit, Harbour Isles Community pond location, inspection time, and Hillsborough County parcel number.

New Fitness Center. Stephen Brletic aided in completed site design and permitting for a new community fitness center. Staff obtained permits from Hillsborough County and SWFWMD. BDI prepared contract documents, including general conditions, assisted in the bid phase, and provided construction phase services. *(Construction budget: \$119,000)*

Night Swimming Assessment. Stephen Brletic performed light readings and made lighting recommendations regarding the availability of the community swimming pool during dark hours.

Traffic Analyses. Stephen Brletic reviewed a Signal Warrant Study from the Florida Department of Transportation (FDOT) for the intersection of US 41/SR 45 at Spindle Shell Way. BDI is currently working with FDOT and a neighboring development to discuss their review.

Miscellaneous Assistance. Stephen Brletic provides ongoing miscellaneous assistance regarding CDD assets such as reclaimed water assessment and construction, pool paver subsidence, nuisance flooding around the pool and landscaping, utility valve subsidence, decorative lighting assistance, and monitoring the County's progress extending reclaimed water to the development within the next two years.



Pond Restoration at Harbour Isles CDD



Sidewalk Repairs at Fishhawk Ranch CDD

FISHHAWK RANCH COMMUNITY DEVELOPMENT DISTRICT (CDD)

Lithia, FL

Permit Inventory and Inspection Scheduling. Stephen Brletic researched and inventoried permit documents from the SWFWMD office and developed a detailed map and spreadsheet indicating each permit, Fishhawk Ranch Community pond location, inspection time, and Hillsborough County parcel number.

Engineer Transition. This task required coordination with the past Engineer-of-Record for the community to retain and update all documents during a transition and merger of three CDDs including maintenance and inventory data and maps, clubhouse equipment inventory, and past CDD owned improvement project data.

Trail Evaluation/Repair Projects. This task required field evaluation of specific sections of the Fishhawk Ranch community trail which experienced drainage issues or failure. Stephen Brletic provided design and permitting to address the trail issues in some cases. Stephen Brletic also performed construction administration services related to the construction and improvements to the trails.

Fishhawk Aquatic Center Vault Replacement. This task required evaluation of an aging underground vault that housed pumps and equipment for the waterfall feature pool at the Aquatic Center that was failing. handled soliciting an RFP to contractors along with construction administration services related to the vault replacement. *(Construction budget: \$75,000)*

Fishhawk Tennis Club Drainage Improvements. This task required design and construction administration services to address ponding and drainage impendence surrounding the existing clay tennis courts while maintaining the aesthetics and landscaping in the area. *(Construction budget: \$12,000)*

MIRA LAGO COMMUNITY DEVELOPMENT DISTRICT (CDD)

Apollo Beach, FL

Permit Inventory and Inspection Scheduling. Stephen Brletic researched and inventoried permit documents from the SWFWMD office and developed a detailed map and spreadsheet indicating each permit, Mira Lago Community pond location, inspection time, and Hillsborough County parcel number.

Pond Bank Restoration. Stephen Brletic performed design, and construction administration tasks for the reconstruction and restoration of the pond banks on numerous stormwater management ponds within the community. The objective of the project was to restore the eroded banks to the permitted side slopes and repair drainage structures required for safety and functionality. *(Construction budget: \$70,000)*

Adjacent Development Impact Management. This task required coordination with state permit agencies and private developers to coordinate impacts to the existing community caused by the new construction of a subdivision adjacent to the CDD owned properties and residential lots.



Pond Bank Restoration at Mira Lago CDD

RIVER BEND COMMUNITY DEVELOPMENT DISTRICT (CDD)

Ruskin, FL

Permit Inventory and Inspection Scheduling. Stephen Brletic researched and inventoried permit documents from the SWFWMD office and developed a detailed map and spreadsheet indicating each permit, River Bend Community pond location, inspection time, and Hillsborough County parcel number.

Amenity Center Drainage Improvements. The River Bend CDD has experience chronic flooding due to rapid expansion of the amenities within the parcel without accommodating additional stormwater runoff. Stephen Brletic performed survey, design, permitting, and construction administration services to address existing flooding occurring at the access, parking lot, playground, tennis court, pool equipment area, and open spaces. The improvements will accommodate future amenity projects through total buildout of the parcel. *(Construction budget: \$119,000)*

Basketball/Tennis Court Replacement. Stephen Brletic performed survey, design, permitting, and construction administration for a basketball/tennis court with associated fencing and security adjacent to their clubhouse pool to replace the existing failed courts. *(Construction budget: \$135,000)*

Pool Heating Analysis and Construction. Stephen Brletic prepared a comparative analysis of heating the District's pool using natural gas, electricity, or propane. Stephen Brletic also performed all construction administration services associated with implementing an electrical heat pump system. *(Construction budget: \$65,000)*



Pond Bank Restoration at Bridgewater of Wesley Chapel CDD

BRIDGEWATER AT WESLEY CHAPEL COMMUNITY DEVELOPMENT DISTRICT (CDD)

Wesley Chapel, FL

Pond Bank Restoration. Stephen Brletic performed surveying, design, and construction administration tasks for the reconstruction and restoration of the pond banks on numerous stormwater management ponds within the community. The objective of the project was to restore the eroded banks to the permitted side slopes and repair drainage structures required for safety and functionality. *(Construction performed to date: \$70,000)*

Pond Maintenance Plan. The objective of this task was to determine the extent of repair needed for each pond, establish an estimated cost, and prioritize each pond based on the functional performance requirements. Inspections were performed for each pond site noting any issue that would require maintenance or repair. Numerous ponds had erosion on the side slopes and several had control structures that were not functioning as designed due to skimmer settlement or foundation/ embankment erosion. A report was prepared and presented to the CDD Board for additional action and as a planning tool to eventually address all the ponds.

Sidewalk Evaluation. This task required a walkthrough of the entire community to evaluate the ADA compliance of the CDD maintained sidewalks. A full inventory with picture documentation was then presented to the board with cost estimates of the repairs. BDI also performed construction administration services in relation to the repair project. *(Construction budget: \$30,000)*



Basketball/Tennis Court Replacement at River Bend CDD

HERITAGE SPRINGS COMMUNITY DEVELOPMENT DISTRICT (CDD)

Trinity, FL

Hole #17 Drainage Improvement Project. Robert Dvorak designed regrading for a section of the community golf course that was already filled and partially blocking the free flow of water over a 250-foot weir. The new design created a compromise, providing a dry landing area for golfers without inhibiting the flow of water during flood conditions. BDI included rip-rap to stabilize areas within high-flow zones, along with a stone-filled Geoweb containment system. *(Construction budget: \$35,000)*

Pond Inspections and Report Writing. Robert Dvorak conducts inspections and writes reports as part of this as-needed professional engineering assignment. There are 39 water management facilities in the CDD which require inspection and certification compliance for the SWFWMD. BDI researched each file to establish a list of facilities and prioritize their inspection and certification needs. Currently, Robert Dvorak is conducting several inspections quarterly to maintain a satisfactory schedule with the District.

Warrington Way Drainage Project. Warrington Way has historically flooded due to low elevations in the roadway, causing standing water during peak flood conditions in adjacent wetlands. This project required a bypass drainage system to capture and route water away from the Warrington Way storm sewer system, thereby alleviating flood water and providing another outfall to the wetland. BDI updated the Master Drainage Analysis and provided a hydrologic and hydraulic modeling analysis, ensuring the proposed project would not adversely impact downstream properties. Robert Dvorak also obtained a modification to the approved Environmental Resource Permits (ERP) from SWFWMD and provided construction management services, handling everything from bidding to construction observations and final close-outs. *(Construction budget: \$150,000)*

Pond Repairs. Robert Dvorak provides ongoing pond inspections and develops plans for specific repairs to banks, gabions, weirs, and flumes. Robert Dvorak also ensures water can flow freely from the development by clearing potential obstructions around structures in the wetlands.

Grass Carp Research. Robert Dvorak developed research literature regarding grass carp to control nuisance vegetation in stormwater detention ponds and presented a full report with recommendations to the Board.

LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT (CDD)

Wesley Chapel, FL

Pond Bank Restoration. Stephen Brletic performed design, and construction administration tasks to reconstruct and restore numerous stormwater management pond banks within the community. This project restored eroded banks and repaired drainage structures, thereby improving safety and functionality. *(Construction performed to date: \$450,000)*

Permit Inventory and Inspection Scheduling. Stephen Brletic researched and inventoried permit documents from the SWFWMD office and developed a detailed map and spreadsheet indicating each permit, Lexington Oaks Community pond location, inspection time, and Hillsborough County parcel number.

Pond Maintenance Plan. Stephen Brletic performed inspections for several pond sites to determine potential issues requiring maintenance or repair. Stephen found numerous ponds with eroded side slopes and dysfunctional control structures due to skimmer settlement and foundation/embankment erosion. Stephen prepared a report for the CDD to use as a planning tool for future pond maintenance and repair.

Amenities Center Drainage Improvements. Stephen Brletic performed design services to alleviate extensive flooding which kept residents from using playcourts and fields and prohibited maintenance. *(Construction budget: \$40,000)*

ADA Facility Compliance. Stephen Brletic developed a list of necessary ADA facility improvement requirements and developed plans for the first set of new sidewalks scheduled for improvement in the near future.

Reserve Study. Stephen Brletic has prepared two updates to the CDD's Reserve Study.

Court Resurfacing. Stephen Brletic prepared plans for the resurfacing of two tennis courts and one basketball court. *(Construction budget: \$15,000)*

Pool Heating Analysis. Stephen Brletic prepared an analysis comparing natural gas and propane heating for the District's pool.

SOUTH FORK COMMUNITY DEVELOPMENT DISTRICT (CDD)

Riverview, FL

Permit Inventory and Inspection Scheduling. Robert Dvorak researched and inventoried permit documents from the SWFWMD office and developed a detailed map and spreadsheet indicating each permit, South Fork Community pond location, inspection time, and Hillsborough County parcel number.

Pond Bank Restoration. Robert Dvorak performed design, and construction administration tasks for the reconstruction and restoration of the pond banks on three stormwater management ponds within the community. The objective of the project was to restore the eroded banks to the permitted side slopes and repair drainage structures required for safety and functionality. *(Construction budget: \$209,000)*

Pond Maintenance Plan. The objective of this task was to determine the extent of repair needed for specific ponds, establish an estimated cost, and prioritize the immediate needs for each pond based on the functional performance requirements. Inspections were performed for each pond site noting any issue requiring maintenance or repair. Numerous ponds had erosion on the side slopes, and several had drainage structures that were not functioning as designed due to becoming dislodged from embankment erosion. A report was prepared and presented to the CDD Board for alternative measures to address the pond issues and RFP packages were prepared for bidding purposes.

Clubhouse Parking Lot Expansion. Robert Dvorak performed design, and permitting tasks to add six parking spaces and incorporate an inlet and pipe system to alleviate an ongoing problem with standing water in the driveway.



Pedestrian Boardwalk at Oak Creek CDD

OAK CREEK COMMUNITY DEVELOPMENT DISTRICT (CDD)

Wesley Chapel, FL

Permit Inventory and Inspection Scheduling. Robert Dvorak researched and inventoried permit documents from the SWFWMD office and developed a detailed map and spreadsheet indicating each permit, Oak Creek Community pond location, inspection time, and Pasco County parcel number.

Basketball Court. Robert Dvorak performed survey, design, permitting, and construction administration for a new basketball court adjacent to their clubhouse pool. The court will also be striped for a dual use for two pickleball courts. *(Construction budget: \$36,000)*

Trail Boardwalks. Robert Dvorak performed design, permitting, and construction administration for a pedestrian boardwalk in two locations within the community to connect existing trails through wetlands and over creeks to provide residents with safe access to the natural uplands to utilize as a picnic or walking trail amenity. *(Construction budget: \$63,000)*

Playground Expansion. Robert Dvorak performed design, and permitting to expand the existing playground to accommodate a new swing set area for toddlers while maintaining safe ADA access.



Pond Bank Restoration at South Fork CDD | Photo credit: James Griffin and Griffin Brothers Civil Construction

SPRING RIDGE COMMUNITY DEVELOPMENT DISTRICT (CDD)

Brooksville, FL

Community Lighting Analysis and Planning. Stephen Brletic performed an evaluation of the current street lighting within the Spring Ridge community and provided a planning site plan to the local electricity provider to add light poles to increase coverage of light during the night as an increase to safety.

Clubhouse Parking Improvements/Crosswalks. Stephen Brletic provided design, and construction administration services in relation to drainage improvements, providing additional parking, and designing walkways to ADA standards. This task also included implementing crosswalks throughout the community to FDOT standards.

THE WOODLANDS COMMUNITY DEVELOPMENT DISTRICT (CDD)

North Port, FL

SWFWMD ERP and WUP Permit Map. The board requested Robert Dvorak to produce a map showing the limits covered by each SWFWMD ERP and WUP permit within the development.

Robert Dvorak researched SWFWMD files to identify stormwater management facilities and wells and pumps and developed separate spreadsheet to identify the the permittees and operation and maintenance entities. This map will be used a useful resource for current and future board members, the community's vendors and the CDD staff.

Pond Equalizer Pipe. Robert Dvorak provided construction observation and an as-built survey for a stormwater pipe project designed to equalized water levels between two existing master drainage ponds. The project allowed for an increase in surface water withdrawal used for irrigation throughout the development.

WESTCHASE COMMUNITY DEVELOPMENT DISTRICT (CDD)

Tampa, FL

CDD Common Area Drainage Improvements. Robert Dvorak performed design, and construction administration services to address ponding issues on CDD property that was affecting private property. The project included replacing a collapsed plastic pipe and inlet system with equivalent concrete units. This project is ongoing and the CDD staff are soliciting proposals to perform the work.

Asset/Landscape Maintenance Maps. Robert Dvorak was tasked to update the existing community maps in relation to landscape maintenance and CDD ownership to the most recent records. These maps will be used as a useful resource for current and future board members, the community's vendors, and the CDD staff. The landscape map is currently being used in their current RFP for landscaping services.



Pond Restoration at Westchase CDD

CURRENT / PROJECT WORKLOAD

The BDI team is available and has the capacity, technical expertise, range of services, and uniquely qualified personnel to provide Wesbridge CDD with all the services required. Our availability means you can expect stellar responsiveness, quality products, and projects delivered on or ahead of schedule. BDI has additional backup staff in our other Florida offices if additional resources are required. All the key personnel are ready to begin work immediately. The chart below graphically depicts the workload commitments and availability over the next twelve months for the key personnel.



Key Staff Availability	0%	25%	50%	75%	100%
Stephen Brletic, PE	Availability		Current Workload		
Robert Dvorak, PE	Availability		Current Workload		
Jerry Whited	Availability			Current Workload	

 = Availability

 = Current Workload

WORK PREVIOUSLY AWARDED

BDI has not been selected previously to provide services to the CDD.

MINORITY BUSINESS ENTERPRISE

BDI is not a Minority Business Enterprise (MBE). We routinely partner with experienced and proven MBE's to provide complimentary services on a wide range of projects.

PROJECT MANAGEMENT TOOLS

Our goal is a long-term partnership with the Silverleaf CDD CDD. As partners, you can count on us to deliver desired results based on adherence to our corporate culture:

- **Teamwork** – We take pride in our ability to assemble the best team to accomplish your specific objectives. Every member of our team commits to exceeding your expectations. In order to achieve this, we will be actively involved in your organization and challenge ourselves to anticipate your future needs.
- **Integrity** – We have maintained long-term relationships with many of our clients. These relationships continue to thrive because our clients know that the BDI team can be trusted to act in their best interest at all times while achieving win-win solutions for all the stakeholders.
- **Responsibility** – As we enter into a new partnership, our commitment to you is that we take full responsibility for the end result. That means that you can rely on us to be proactive, to anticipate any potential challenges, and to offer solutions.

- **Hard work** – Every member of our team understands that hard work is the foundation for every project. Once we mutually agree on an approach, our team focus is on delivering superior service and a project that surpasses your quality, schedule, and budget requirements.
- **Community Involvement** – Among our core values is a serious commitment to community involvement..

We understand that every aspect of our culture needs to be adhered to daily to guarantee results for your organization. We look forward to the opportunity to become partners with Silverleaf CDD CDD and to help you achieve all your objectives.

The following sections address BDI's particular approach to meeting schedule and budget expectations.



MANAGING PROJECTS TO MEET SCHEDULE AND BUDGET



The BDI team is committed to meet and exceed Silverleaf CDD's CDD's schedule and budget requirements, whether our project budget is \$5,000 or \$500,000. Astute, prudent management of financial and human resources is one of our core business values. We routinely deliver our projects ahead of schedule through a targeted, well-orchestrated effort of the entire team, including CDD staff. The depth of our team gives us the ability to add considerable resources to meet any schedule and to handle multiple assignments simultaneously, as we have proven on numerous general services contracts.

As Project Manager, Robert Dvorak, PE, will follow these **guidelines to successfully accomplish each assignment**:

- Identify the right team to efficiently deliver each assignment.
- Develop a well-defined scope.
- Keep the same people on the project team for the duration of the task.
- Conduct team meetings, typically weekly or bi-weekly.
- Proactively anticipate potential schedule or budget challenges and resolve them in advance.

All BDI project managers have been formally trained in BDI's approach to project management and for each project, the PM follows a detailed **Project Management Plan** procedures that describes the scope and deliverables and details the schedule, milestones, work breakdown structure, task assignments, and Quality Control Plan, including specific responsibilities for each key team member. The PMP and in-house PM tools save significant time. Some of the tools used to maintain control of the schedule and budget are described in the next sections.

SCHEDULE & BUDGET CONTROLS

Schedule: With our depth of staff and vast array of multi-disciplined experience, BDI has the capability to fast track any project. This expertise provides the client with a **one-stop shop** for any project – whether we are serving as program manager, project manager, design support, or construction manager. We provide a complete array of engineering and management services integrated to our client's needs.

Between the level of expertise and the personnel available that have previous experience working on similar contracts for other local agencies, we have the capacity and expertise to maintain accelerated task order schedules. **Our depth of staff in the required disciplines ensures that each task assignment will be given the manpower necessary to provide Silverleaf CDD's CDD with a quality end product within the project budget and schedule.**

Our schedules are developed in great detail, describing every activity involved in every phase. Moreover, activities are linked so that we are in essence creating a critical path project schedule. This schedule is one of several that our task order manager reviews for compliance on a weekly basis. He will review the level of completeness of every activity with the individuals performing the work and confirm that the project is on schedule.

We have the capacity and expertise to complete all assignments for this project on time. We recognize that a major element used to evaluate the effectiveness of our services is the degree to which schedules are completed. Our project efforts are directed toward a high level of schedule control and our project management policies have been devised to support this objective. We also realize that effective, timely response to the unexpected requests from the board, often on a moment's notice, is both art and science. We are confident that our team can easily respond to such assignments under this contract within the required number of days. Rapid, effective response to unforeseen situations is a skill that our team members have developed through years of experience and practice of putting our clients' immediate needs first and foremost. These values and high-performance expectations are ingrained into our culture. This Team maintains an attitude that all work schedules can be compressed saving time and man-hours for other assignments saving valuable community dollars.

Our web-based project management and accounting tools, in conjunction with scheduling software, regular team communications, corporate procedures for project execution, and sound judgment, allow our task order managers to identify problems early, so expedient correction can minimize schedule or cost overruns.

Budget: Keeping in mind the CDD's budget for each assignment, we will develop an appropriate scope to satisfy the budget constraints. Once underway, BDI focuses on cost control using a state-of-the-art integrated accounting and resource planning software and a collaborative team approach. During the performance of the project we track the hours and dollars expended on each project phase. All employee timesheets are input electronically at least weekly, so up-to-date project costs are available on each PM's dashboard.

PROPOSED BILLING STRUCTURE

For each assignment, our project managers prepare a monthly progress report describing for each phase the percent of work completed, work performed during the report period, status with respect to schedule, unusual problems, delays, approval action, information required, and potential schedule slippage with recommendations. Project team meetings are held weekly or bi-weekly to discuss the progress of the project. Each phase is reviewed for progress, manpower allocations, budget, and schedule. Any issues are discussed and a strategy for their resolution is addressed. Invoices will be prepared by the Project Manager based on the hours worked on each assignment at hourly rates established in the contract.

PERSONNEL ASSIGNMENT & PROJECT EFFICIENCY

The success of any project depends on utilizing the right personnel – those who possess the needed technical knowledge, successful project experience, specialized equipment, and collaboration skills.

Once notified of an assignment and based on the type and scope of work, Stephen will assemble the right project team in terms of team size and expertise, with the objective of keeping the team as small as possible to

meet the schedule and keeping the team intact throughout the entire project.

Clear expectations and close collaboration from the start of each assignment will enhance efficiency and minimize delays. BDI's focus is always on the end result: accurate, concise, and clear deliverables.

We have repeatedly demonstrated our ability to perform complex assignments on time and within budget, and to be proactively aware of and promptly responsive to the CDD's needs. The proof of our willingness and ability to meet schedule and budget expectations is in our performance.

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of BRLETIC DVORAK, INC., a Florida corporation, filed electronically on December 05, 2022 effective January 03, 2023, as shown by the records of this office.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is P22000090017.

Authentication Code: 221207110639-500398548025#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Seventh day of December, 2022




Cord Byrd
Secretary of State



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



FBPE
FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

DVORAK, ROBERT EDWIN III

536 4TH AVENUE SOUTH
UNIT 4
ST. PETERSBURG FL 33701

LICENSE NUMBER: PE40962

EXPIRATION DATE: FEBRUARY 28, 2025

Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



FBPE
FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BRLETIC, STEPHEN DANIEL

10938 87TH AVE
SEMINOLE FL 33772

LICENSE NUMBER: PE81281

EXPIRATION DATE: FEBRUARY 28, 2025

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ARCHITECT – ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

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

Silverleaf CDD, Manatee County, FL

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

N/A

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Robert Dvorak, PE

5. NAME OF FIRM

Brletic Dvorak, Inc. (BDI)

6. TELEPHONE NUMBER

727-420-0804

7. FAX

8. E-MAIL ADDRESS

rdvorak@bdienigneers.com

C. PROPOSED TEAM

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

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER	SUBCON-TRACTOR			
a.	X				Brletic Dvorak, Inc. (BDI) <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	536 4th Ave. S, Unit 4 St. Petersburg, FL 33701	Civil Engineering
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		
f.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

12. NAME Stephen Brletic, PE		13. ROLE IN THIS CONTRACT Project Manager		14. YEARS EXPERIENCE	
				a. TOTAL 11	b. WITH CURRENT FIRM 1
15. FIRM NAME AND LOCATION (City and State) Brletic Dvorak, Inc. (BDI) St. Petersburg, FL					
16. EDUCATION (DEGREE AND SPECIALIZATION) BS in Civil Engineering, University of North Florida, 2011			17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer, Florida (81281)		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Mr. Brletic has over 11 years of experience in land development engineering in the Tampa Bay area. His project experience includes design and permitting for a wide range of projects, including residential subdivisions, commercial developments, and borrow pits. He routinely performs the functions necessary to design and permit land development projects.					

19. RELEVANT PROJECTS

1) TITLE AND LOCATION (City and State) Lexington Oaks Community Development District Engineering Support Pasco County, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable) Varies
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. BDI provides engineering services on a work order basis to serve as District Engineer for the Lexington Oaks CDD. The District is an approximately 800-acre master planned golf course development consisting of over 500 residential units and commercial buildings. Work orders included addressing pond erosion problems and sinkhole concerns, analysis of parking lot flooding, negotiations with the county for safety improvements to roadways, and assistance in repair for walls.		
1) TITLE AND LOCATION (City and State) Oak Creek Community Development District Engineering Support Wesley Chapel, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable) Varies
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Design Engineer. BDI provides engineering services to the Oak Creek CDD in Wesley Chapel on an as-needed basis to assist the community in maintaining and improving their infrastructure assets. The tasks vary in size and complexity, and each has a specific scope and schedule that is coordinated through the Board and District Manager. Various tasks completed for the Oak Creek community include: Basketball Court: BDI is preparing plans to construct a basketball court to add to the existing amenities in the vicinity of the clubhouse pool. BDI will also oversee contractor bidding and construction phase services. Trail Boardwalks: BDI is preparing plans to construct a pedestrian boardwalk in two locations within the community to connect existing trails through wetlands and over creeks to provide residents with access to the natural uplands to utilize as a picnic or walking trail amenity.		
1) TITLE AND LOCATION (City and State) Westchase Community Development District (CDD) Engineering Support Tampa, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable) Varies
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Design Engineer. BDI is providing engineering services to the Westchase Community Development District (CDD) in Tampa, Florida, on an as-needed basis to assist the community in maintaining and improving their infrastructure assets. Engineering tasks are established by the CDD Board of Supervisors and assigned to the engineer to accomplish the specific objectives. The tasks vary in size and complexity, and each has a specific scope and schedule that is coordinated through the Board and District Manager. BDI provided a signing and marking inspection and certification for the CDD.		
1) TITLE AND LOCATION (City and State) Fishhawk Ranch Community Development District Engineering Support Lithia, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable) Varies
d.		

(3) BRIEF DESCRIPTION (*Brief scope, size, cost, etc.*) AND SPECIFIC ROLE

Check if project performed with current firm

Project Manager. BDI provides engineering services to the Fishhawk Ranch CDD on an as-needed basis to assist the community in maintaining and improving their infrastructure assets. Various tasks completed for the Fishhawk Ranch community include: **Permit Inventory and Inspection Scheduling**—This task required research of SWFWMD permit documents archived at the central Brooksville office of SWFWMD. A map and spreadsheet were developed to indicate the numerous permits, where the ponds were located within the community, when the pond inspections were to be completed, and the parcel number for Hillsborough County. **Engineer Transition**—This task required coordination with the past EOR for the community to retain and update all documents during a transition and merger of 3 CDDs including maintenance and inventory data and maps, clubhouse equipment inventory, and past CDD owned improvement project data.

12. NAME Robert Dvorak, PE	13. ROLE IN THIS CONTRACT Senior Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 37	b. WITH CURRENT FIRM 1
15. FIRM NAME AND LOCATION (City and State) Brletic Dvorak, Inc. (BDI) St. Petersburg, FL			
16. EDUCATION (DEGREE AND SPECIALIZATION) BSE, Agricultural Engineering, University of Florida, 1984		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer, FL 40962	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Mr. Dvorak is responsible for managing the water resource projects for Johnson, Mirmiran and Thompson, Inc. as well as the design, hydrologic and hydraulic modeling, and regulatory permitting for a wide range and variety of projects. His experience with the implementation of local and state regulations has enhanced his ability to expedite the permitting process with the ACOE, the DEP, the regional WMD's, and the FDOT.			

19. RELEVANT PROJECTS

1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Oak Creek Community Development District Engineering Support Wesley Chapel, FL	Ongoing	Varies
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. BDI provides engineering services to the Oak Creek CDD in Wesley Chapel on an as-needed basis to assist the community in maintaining and improving their infrastructure assets. Engineering tasks are established by the CDD Board of Supervisors and assigned to the engineer to accomplish the specific objectives. The tasks vary in size and complexity, and each has a specific scope and schedule that is coordinated through the Board and District Manager. Various tasks completed for the Oak Creek community include: Basketball Court – BDI is preparing plans to construct a basketball court to add to the existing amenities in the vicinity of the clubhouse pool. BDI will also oversee contractor bidding and construction phase services. Trail Boardwalks – BDI is preparing plans to construct a pedestrian boardwalk in two locations within the community to connect existing trails through wetlands and over creeks to provide residents with access to the natural uplands to utilize as a picnic or walking trail amenity.		
Heritage Springs Community Development District Engineering Support Pasco County, FL	Ongoing	Varies
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. BDI serves as District Engineer for the Heritage Springs CDD and our recent tasks have been varied, including permit inventory and inspections, coordination of and recommendations for maintenance of wetland and mitigation areas, design of drainage improvements, and repair of erosion and scour problems on stormwater ponds, open conveyances, and weirs. For most projects, in addition to design and permitting services, BDI has provided construction support including RFP development, bidding assistance through construction observation and project close-out. BDI also completed a synthesis of research literature regarding the use of grass carp to control nuisance vegetation in stormwater detention ponds. A report with recommendations was presented to the Board.		
South Fork Community Development District (CDD) Engineering Support Riverview, FL	Ongoing	Varies
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. BDI is providing engineering services to the South Fork Community Development District (CDD) in Riverview, Florida, on an as-needed basis to assist the community in maintaining and improving their infrastructure assets. Engineering tasks are established by the CDD Board of Supervisors and assigned to the engineer to accomplish the specific objectives. The tasks vary in size and complexity, and each has a specific scope and schedule that is coordinated through the Board and District Manager. Various tasks completed for the South Fork community include Permit Inventory and Inspection Scheduling, Pond Bank Restoration, Traffic Analyses, and Pond Maintenance Plan. BDI provided traffic counts for the US 301 and Ambleside Boulevard intersection for the CDD.		
d. 1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	



**Westchase Community Development District (CDD)
Engineering Support**
Tampa, FL

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION *(if applicable)*
Varies

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Check if project performed with current firm

Project Manager. BDI is providing engineering services to the **Westchase Community Development District (CDD)** in Tampa, Florida, on an as-needed basis to assist the community in maintaining and improving their infrastructure assets. Engineering tasks are established by the CDD Board of Supervisors and assigned to the engineer to accomplish the specific objectives. The tasks vary in size and complexity, and each has a specific scope and schedule that is coordinated through the Board and District Manager. BDI provided a signing and marking inspection and certification for the CDD.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Jerry Whited	13. ROLE IN THIS CONTRACT Senior Inspector	14. YEARS EXPERIENCE	
		a. TOTAL 10	b. WITH CURRENT FIRM 1

15. FIRM NAME AND LOCATION *(City and State)*
Brletic Dvorak, Inc. (BDI) | St. Petersburg, FL

16. EDUCATION *(DEGREE AND SPECIALIZATION)*
N/A

17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Mr. Whited is responsible for performing inspections on a variety of stormwater management facilities throughout southwest Florida for as-builts and recertification compliance. He also participates in advisory committee and association meetings to keep abreast of water management, environment surface water, and water use current and future issues and concerns. He has also performed inspections and surveys on numerous projects throughout southwest Florida.

19. RELEVANT PROJECTS

1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
Waterset North Community Development District (CDD) Engineering Support Apollo Beach, FL	Ongoing	Varies
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm a. Inspector. BDI is providing engineering services to the Waterset North Community Development District (CDD) in Apollo Beach, Florida, on an as-needed basis to assist the community in maintaining and improving their infrastructure assets. Engineering tasks are established by the CDD Board of Supervisors and assigned to the engineer to accomplish the specific objectives. The tasks vary in size and complexity, and each has a specific scope and schedule that is coordinated through the Board and District Manager. Various tasks completed for the South Fork community include Permit Inventory and Inspection Scheduling, Pond Bank Restoration, Traffic Analyses, and Pond Maintenance Plan.		
Country Walk Community Development District Engineering Support Pasco County, FL	Ongoing	N/A
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm b. Inspector. Pond Inspections and Report Writing – BDI team conducts inspections and writes reports as part of a professional engineering services as-needed basis assignment. There are 39 water management facilities located in the HSCDD that require inspection and certification of compliance for SWFWMD. BDI was tasked to research the files at SWFWMD to establish a list of facilities and to prioritize the need for inspection and certification. Currently, BDI is conducting several inspections per quarter year to maintain a satisfactory schedule with SWFWMD.		
Lexington Oaks Community Development District Engineering Support Pasco County, FL	Ongoing	Varies
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm c. Inspector. BDI provided engineering services on a work order basis to serve as District Engineer for the Lexington Oaks CDD. The District is an approximately 800-acre master planned golf course development consisting of over 500 residential units and commercial buildings. Work orders included addressing pond erosion problems and sinkhole concerns, analysis of parking lot flooding, negotiations with the county for safety improvements to roadways, and assistance in repair for walls.		
Fishhawk Ranch Community Development District Engineering Support Lithia, FL	Ongoing	Varies
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm d. Inspector. BDI provides engineering services to the Fishhawk Ranch CDD on an as-needed basis to assist the community in maintaining and improving their infrastructure assets. Various tasks completed for the Fishhawk Ranch community include: Permit Inventory and Inspection Scheduling —This task required research of		



SWFWMD permit documents archived at the central Brooksville office of SWFWMD. A map and spreadsheet were developed to indicate the numerous permits, where the ponds were located within the community, when the pond inspections were to be completed, and the parcel number for Hillsborough County. **Engineer Transition**—This task required coordination with the past EOR for the community to retain and update all documents during a transition and merger of 3 CDDs including maintenance and inventory data and maps, clubhouse equipment inventory, and past CDD owned improvement project data.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Mona "Sue" Horton, EI	13. ROLE IN THIS CONTRACT Engineer - Utilities & Roadway Design	14. YEARS EXPERIENCE	
		a. TOTAL 22	b. WITH CURRENT FIRM 1

15. FIRM NAME AND LOCATION *(City and State)*
Brletic Dvorak, Inc. (BDI) | St. Petersburg, FL

16. EDUCATION *(DEGREE AND SPECIALIZATION)*
BS, Civil Engineering, University of South Florida, 1998

17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Engineering Intern, FL 1100006882

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Ms. Horton has over 22 years of experience in transportation engineering design. Her experience includes roadway design, signing and pavement marking, signalization, ITS, toll plazas, community awareness plans, 3R reports, typical section packages, pavement design, engineer's estimates, computation books, and utility coordination. Ms. Horton's typical utility coordination activities include identifying involved utility agencies, sending plans to utilities at each submittal, identifying conflicts, and working to resolve conflicts with plan changes or Utility Work Schedules.

19. RELEVANT PROJECTS

1) TITLE AND LOCATION <i>(City and State)</i> Lexington Oaks CDD Engineering Services Wesley Chapel, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(if applicable)</i> Varies
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm a. Engineer. BDI is providing engineering services on a work order basis to serve as District Engineer for the Lexington Oaks CDD. The District is an approximately 800-acre master planned golf course development consisting of over 500 residential units and commercial buildings. Work orders to date include addressing pond erosion problems and sink hole concerns, analysis of parking lot flooding, negotiations with county for safety improvements to roadways, and assistance in repair for walls.		

1) TITLE AND LOCATION <i>(City and State)</i> Heritage Springs Community Development District Engineering Support Pasco County, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(if applicable)</i> Varies
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm b. Engineer. Ms. Horton has assisted with various assignments for the Heritage Springs CDD, including a valuation of the assets for which the District is responsible, which includes stormwater detention ponds, wetlands, mitigation areas, and roadway gutters and inlets and the conveyance systems from the roadways to the ponds.		

1) TITLE AND LOCATION <i>(City and State)</i> Diamond Hill Community Development District Engineering Support Hillsborough County, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(if applicable)</i> Varies
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm c. Engineer. Professional engineering services on a continuing basis including planning, preparing reports, and preparing plans, designs, and specifications and construction services for: Water management system and facilities, water and sewer system and facilities, roads, landscaping and street lighting, and engineering contract management and inspection services during construction.		

1) TITLE AND LOCATION <i>(City and State)</i> Fishhawk Ranch Community Development District Engineering Support Lithia, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(if applicable)</i> Varies
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm d. Engineer. BDI provides engineering services to the Fishhawk Ranch CDD on an as-needed basis to assist the community in maintaining and improving their infrastructure assets. Various tasks completed for the Fishhawk Ranch community include: Permit Inventory and Inspection Scheduling – This task required research of SWFWMD permit documents archived at the central Brooksville office of SWFWMD. A map and spreadsheet were developed to indicate the numerous permits, where the ponds were located within the community, when the pond inspections were to be completed, and the parcel number for Hillsborough County. Engineer Transition – This task required coordination with the past EOR for the community to retain and update all documents during a transition and merger of 3 CDDs including maintenance and inventory data and maps,		

clubhouse equipment inventory, and past CDD owned improvement project data.

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

**Mira Lago West Community Development District
Engineering Support**
Ruskin, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION (*if applicable*)
Varies

e.

(3) BRIEF DESCRIPTION (*Brief scope, size, cost, etc.*) AND SPECIFIC ROLE

Check if project performed with current firm

Engineer. BDI provides engineering services to the **Mira Lago West CDD in Ruskin** on an as-needed basis to assist the community in maintaining and improving their infrastructure assets. Various tasks completed for the Mira Lago West community includes permit inventory and inspection scheduling, pond bank restoration, and adjacent development impact management.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Cliff Wilson	13. ROLE IN THIS CONTRACT Transportation Designer	14. YEARS EXPERIENCE	
		a. TOTAL 41	b. WITH CURRENT FIRM 1
15. FIRM NAME AND LOCATION <i>(City and State)</i> Brlitic Dvorak, Inc. (BDI) St. Petersburg, FL			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> University of Florida, College of Architecture		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Florida Institute of Consulting Engineers – Certified in Advanced Work Zone Traffic Control	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Mr. Wilson has 41 years of experience in the transportation and traffic engineering field. His transportation experience includes roadway design, traffic control plans, transportation planning, drainage design, signing and pavement marking design and utility relocation plans using Microstation and Geopak			

.19. RELEVANT PROJECTS

1) TITLE AND LOCATION <i>(City and State)</i>		(2) YEAR COMPLETED	
a.	Harbour Isles Community Development District Engineering Support Hillsborough County, Florida	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(if applicable)</i> Varies
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Designer. BDI serves as the District Engineer for this community. Assignments have included: design, permitting, and construction phase services for a new fitness center; night swimming assessment; traffic analyses; SWFWMD permit reviews; and assistance with nuisance flooding, pool paver subsidence, and planning for reclaimed water.		
b.	Diamond Hill Community Development District Engineering Support Hillsborough County, Florida	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(if applicable)</i> Varies
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Designer. BDI serves as the District Engineer for this community. Assignments have included pond repairs, pond inspections, and assistance with minor maintenance issues.		
c.	Autumn Leaves Drive Drainage Improvements Hillsborough County, Florida	PROFESSIONAL SERVICES 2014	CONSTRUCTION <i>(if applicable)</i> 2014
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Senior Designer. Autumn Leaves Drive and the immediate vicinity has experienced street flooding during heavy rainfall events. However, during drought periods, the water level in the Autumn Leaves Drive stormwater pond was below that desired by some of the neighborhood residents. The alternative selected for construction included conveyance upgrades, an overbank weir, an additional outfall pipe, and control structure modifications.		
d.	State Road 580 Sidewalk Design Pinellas County, Florida	PROFESSIONAL SERVICES 2008	CONSTRUCTION <i>(if applicable)</i> 2009
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Designer. This project for FDOT District 7 involved sidewalk design along SR 580 in Hillsborough County including drainage design and pedestrian enhancements at each intersection.		

TEAM'S	F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 1
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21. TITLE AND LOCATION <i>(City and State)</i> Harbour Isles Community Development District (CDD) Hillsborough County, FL	22. YEAR COMPLETED PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> Varies
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23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Inframark IMS	b. POINT OF CONTACT NAME Angle Montagna	c. POINT OF CONTACT TELEPHONE NUMBER (813) 991-1116

BDI provides engineering services to the **Harbour Isles Community Development District (CDD)** on an as-needed basis to assist the community in maintaining and improving their infrastructure assets.

Engineering tasks are established by the CDD Board of Supervisors and assigned to the engineer to accomplish the specific objectives. The tasks vary in size and complexity and each has a specific scope and schedule which is coordinated through the Board and District Manager.

Various tasks completed for the Harbour Isles community include:

- **Permit Inventory and Inspection Scheduling** – This task required research of SWFWMD permit documents archived at the central Brooksville office of SWFWMD. A map and spreadsheet were developed to indicate the numerous permits, where the ponds were located within the community, when the pond inspections were to be completed, and the parcel number for Hillsborough County.
- **New Fitness Center** – BDI recently completed the site design and permitting for a new fitness center adjacent to the existing clubhouse. Permits were obtained from Hillsborough County and the Southwest Water Management District. We prepared the contract documents, including general conditions, assisted in the bid phase, and provided construction phase services as well. *(Construction budget: \$119,000)*
- **Night Swimming Assessment** – BDI performed light readings and made lighting recommendations with respect to the availability of the community swimming pool during dark hours.
- **Traffic Analyses** – BDI has reviewed the Signal Warrant Study provided by the Florida Department of Transportation for the intersection of US 41/SR 45 at Spindle Shell Way. Discussion with FDOT and the neighboring development are underway.
- **Miscellaneous Assistance** – BDI provides miscellaneous assistance regarding CDD assets, such as:
 - Reclaimed water assessment and construction
 - Pool paver subsidence
 - Nuisance flooding around landscaped areas and pool area
 - Utility valve subsidence
 - Monitoring progress of County's plans to extend reclaimed water to the development within the next two years
 - Decorative lighting assistance

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a. (1) FIRM NAME Brletic Dvorak, Inc. (BDI)	(2) FIRM LOCATION <i>(City and State)</i> Tampa, FL	(3) ROLE Engineering,

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 2
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21. TITLE AND LOCATION <i>(City and State)</i> Diamond Hill Community Development District (CDD) Hillsborough County, FL	22. YEAR COMPLETED PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> Varies
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23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Rizzetta & Company, Inc.	b. POINT OF CONTACT NAME Christina Newsome	c. POINT OF CONTACT TELEPHONE NUMBER (813) 933-5571

BDI provides engineering services to the **Diamond Hill Community Development District (CDD)** in **Valrico** on an as-needed basis to assist the community in maintaining and improving their infrastructure assets.

Engineering tasks are established by the CDD Board of Supervisors and assigned to the engineer to accomplish the specific objectives. The tasks vary in size and complexity, and each has a specific scope and schedule that is coordinated through the Board and District Manager.

Various tasks completed for the Diamond Hill community include:

- **Brilliant Cut Way Drainage Improvements** – BDI performed survey, design, permitting, and construction administration for drainage improvement to alleviate nuisance yard flooding adjacent to CDD ponds and residential properties. *(Construction budget: \$20,000)*
- **Permit Inventory and Inspection Scheduling** – This task required research of SWFWMD permit documents archived at the central Brooksville office of SWFWMD. A map and spreadsheet were developed to indicate the numerous permits, where the ponds were located within the community, when the pond inspections were to be completed, and the parcel number for Hillsborough County.
- **Pond Repairs** - BDI reviewed the stormwater detention pond conditions and performance. Specific concerns were recent repairs to drainage structures and inflow pipe foundations. Data collection and permit evaluation and research as well as hydraulic and hydrologic calculations were specific tasks. The final deliverable was a report addressing probable improvements and cost estimates for Phase I. Phase II consisted of developing construction documents for competitive bid. The design improvements consisted of an energy dissipating structure with sand cement armoring and regrading around the pond bottoms and side slopes.
- **Pond Inspections** – BDI reviewed all the permits for the development's 23 ponds and developed an inspection schedule to comply with SWFWMD requirements. BDI performs the necessary pond inspections.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a. (1) FIRM NAME Brletic Dvorak, Inc. (BDI)	(2) FIRM LOCATION <i>(City and State)</i> Tampa, FL	(3) ROLE Engineering

TEAM'S	F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 3
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21. TITLE AND LOCATION <i>(City and State)</i> Fishhawk Ranch Community Development District (CDD) Lithia, Hillsborough County, FL	22. YEAR COMPLETED PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> Varies
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23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Halifax Solutions	b. POINT OF CONTACT NAME Eric Dailey	c. POINT OF CONTACT TELEPHONE NUMBER (813) 244-4388

BDI provides engineering services to the **Fishhawk Ranch Community Development District (CDD)** in **Lithia** on an as-needed basis to assist the community in maintaining and improving their infrastructure assets.

Engineering tasks are established by the CDD Board of Supervisors and assigned to the engineer to accomplish the specific objectives. The tasks vary in size and complexity, and each has a specific scope and schedule that is coordinated through the Board and District Manager.

Various tasks completed for the Fishhawk Ranch community include:

- **Permit Inventory and Inspection Scheduling** – This task required research of SWFWMD permit documents archived at the central Brooksville office of SWFWMD. A map and spreadsheet were developed to indicate the numerous permits, where the ponds were located within the community, when the pond inspections were to be completed, and the parcel number for Hillsborough County.
- **Engineer Transition** – This task required coordination with the past EOR for the community to retain and update all documents during a transition and merger of 3 CDDs including maintenance and inventory data and maps, clubhouse equipment inventory, and past CDD owned improvement project data.
- **Various Pond Restoration/Drainage Improvements** – BDI performed surveying, design and construction administration tasks for the reconstruction and restoration of the pond banks on numerous stormwater management ponds within the community. The objective of the project was to restore the eroded banks to the permitted side slopes and repair drainage structures required for safety and functionality.
- **Palmetto Club Building Repairs** – BDI performed construction assistance and project management for the CDD from start to finish for the Palmetto Club repairs associated with storm damage.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a. (1) FIRM NAME Brletic Dvorak, Inc. (BDI)	(2) FIRM LOCATION <i>(City and State)</i> Tampa, FL	(3) ROLE Engineering, Survey

TEAM'S	F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED	20. EXAMPLE PROJECT KEY NUMBER 4
QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		

21. TITLE AND LOCATION <i>(City and State)</i> Mira Lago West Community Development District (CDD) Ruskin, Hillsborough County, FL	PROFESSIONAL SERVICES Ongoing	22. YEAR COMPLETED CONSTRUCTION <i>(If applicable)</i> Varies
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23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Rizzetta & Company, Inc.	b. POINT OF CONTACT NAME Jennifer Goldyn	c. POINT OF CONTACT TELEPHONE NUMBER (813) 533-2950

BDI provides engineering services to the **Mira Lago West Community Development District (CDD)** in **Ruskin** on an as-needed basis to assist the community in maintaining and improving their infrastructure assets.

Engineering tasks are established by the CDD Board of Supervisors and assigned to the engineer to accomplish the specific objectives. The tasks vary in size and complexity, and each has a specific scope and schedule that is coordinated through the Board and District Manager.

Various tasks completed for the Mira Lago West community include:

- **Permit Inventory and Inspection Scheduling** – This task required research of SWFWMD permit documents archived at the central Brooksville office of SWFWMD. A map and spreadsheet were developed to indicate the numerous permits, where the ponds were located within the community, when the pond inspections were to be completed, and the parcel number for Hillsborough County.
- **Pond Bank Restoration** – BDI performed surveying, design and construction administration tasks for the reconstruction and restoration of the pond banks on numerous stormwater management ponds within the community. The objective of the project was to restore the eroded banks to the permitted side slopes and repair drainage structures required for safety and functionality.
- **Adjacent Development Impact Management** – This task required coordination with state permit agencies and private developers to coordinate impacts to the existing community caused by the new construction of a subdivision adjacent to the CDD owned properties and residential lots.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a. (1) FIRM NAME Brletic Dvorak, Inc. (BDI)	(2) FIRM LOCATION <i>(City and State)</i> Tampa, FL	(3) ROLE Engineering,

TEAM'S F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 5
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21. TITLE AND LOCATION <i>(City and State)</i> Sterling Hill Community Development District (CDD) Spring Hill, FL	22. YEAR COMPLETED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">PROFESSIONAL SERVICES Ongoing</td> <td style="width: 50%; padding: 2px;">CONSTRUCTION <i>(If applicable)</i> Varies</td> </tr> </table>	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> Varies
PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> Varies		

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Rizzetta & Company, Inc.	b. POINT OF CONTACT NAME Jayna Cooper	c. POINT OF CONTACT TELEPHONE NUMBER (813) 994-1001

BDI provides engineering services to the **Sterling Hill Community Development District (CDD)** in **Spring Hill** on an as-needed basis to assist the community in maintaining and improving their infrastructure assets.

Engineering tasks are established by the CDD Board of Supervisors and assigned to the engineer to accomplish the specific objectives. The tasks vary in size and complexity, and each has a specific scope and schedule that is coordinated through the Board and District Manager.

Various tasks completed for the Sterling Hill community include:

- **Permit Inventory and Inspection Scheduling** – This task required research of SWFWMD permit documents archived at the central Brooksville office of SWFWMD. A map and spreadsheet were developed to indicate the numerous permits, where the ponds were located within the community, when the pond inspections were to be completed, and the parcel number for Hillsborough County.
- **Splash Pad** – This task required project management of the CDD selected contractor and EOR for a splash pad project at the Sterling Hill South clubhouse facility. This also required permit modifications to the community's SWFWMD Environmental Resource Permit.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a. (1) FIRM NAME Brletic Dvorak, Inc. (BDI)	(2) FIRM LOCATION <i>(City and State)</i> Tampa, FL	(3) ROLE Engineering

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

6

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

**Heritage Springs Community Development District (CDD)
Wesley Chapel, FL**

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION *(If applicable)*

Varies

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

INFRAMARK

b. POINT OF CONTACT NAME

Andrew Mendenhall

c. POINT OF CONTACT TELEPHONE NUMBER

(813) 991-1116

BDI provides engineering services to the **Heritage Springs Community Development District (CDD)** in **Trinity** on an as-needed basis to assist the community in maintaining and improving their infrastructure assets.

Engineering tasks are established by the CDD Board of Supervisors and assigned to the engineer to accomplish the specific objectives. The tasks vary in size and complexity, and each has a specific scope and schedule that is coordinated through the Board and District Manager.

Various tasks completed for the Heritage Springs community include:

- **Hole #17 Drainage Improvement Project** – This project involved the design for the regrading of an area of the golf course which had been filled, partially blocking the free flow of water over a 250-foot weir. This design was a compromise between the need to move the water during flood conditions and the need for a dry landing area for golfers. Rip-rap will be used to stabilize areas within the high flow zones along with a stone-filled Geoweb containment system. *(Construction budget: \$35,000)*
- **Pond Inspections and Report Writing** – The BDI team conducts inspections and writes reports as part of a professional engineering services as-needed basis assignment. There are 39 water management facilities located in the CDD that require inspection and certification of compliance for SWFWMD. BDI was tasked to research the files at SWFWMD to establish a list of facilities and to prioritize the need for inspection and certification. Currently, BDI is conducting several inspections per quarter year to maintain a satisfactory schedule with SWFWMD.
- **Warrington Way Drainage Project** – This project was comprised of a bypass drainage system to capture and route water away from the Warrington Way storm sewer system to alleviate flooding problems. Warrington Way has historically flooded due to elevations in the roadway which are too low, allowing standing water when the flood stage in the adjacent wetlands reaches its peak. The drainage project allows for another outfall to the wetland thus reducing flooding in Warrington Way. This project required BDI to update the Master Drainage Analysis for the development and to provide a hydrologic and hydraulic modeling analysis demonstrating that the proposed project would not adversely impact downstream properties. A modification to the approved ERP was obtained from the Southwest Florida Water Management District. BDI also provided construction management services and handled everything from bidding to construction observation to final close-out. *(Construction budget: \$150,000)*
- **Pond Repairs** – This task included ongoing inspection of the ponds and developing plans for specific repairs. These repairs included numerous bank erosions, erosion along the edges of gabions, weir repairs, and flume repairs. BDI also assisted in the project to clear around structures in wetlands to provide for free flow of water out of the development.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Brletic Dvorak, Inc. (BDI)	Tampa, FL	Engineering,

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

7

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

**Lexington Oaks Community Development District (CDD)
Wesley Chapel, FL**

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION *(If applicable)*

Varies

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

INFRAMARK

b. POINT OF CONTACT NAME

Bob Nanni

c. POINT OF CONTACT TELEPHONE NUMBER

(813) 991-1116

BDI provides engineering services to the **Lexington Oaks Community Development District (CDD)** in **Wesley Chapel** on an as-needed basis to assist the community in maintaining and improving their infrastructure assets.

Engineering tasks are established by the CDD Board of Supervisors and assigned to the engineer to accomplish the specific objectives. The tasks vary in size and complexity, and each has a specific scope and schedule that is coordinated through the Board and District Manager.

Various tasks completed for the Lexington Oaks community include:

- **Pond Bank Restoration** – BDI performed surveying, design and construction administration tasks for the reconstruction and restoration of the pond banks on numerous stormwater management ponds within the community. The objective of the project was to restore the eroded banks to the permitted side slopes and repair drainage structures required for safety and functionality. *(Construction performed to-date: \$450,000)*
- **Permit Inventory and Inspection Scheduling** – This task required research of SWFWMD permit documents archived at the central Brooksville office of SWFWMD. A map and spreadsheet were developed to indicate the numerous permits, where the ponds were located within the community, when the pond inspections were to be completed, and the parcel number for Pasco County.
- **Pond Maintenance Plan** – The objective of this task was to determine the extent of repair needed for each pond, establish an estimated cost, and prioritize each pond based on the functional performance requirements. Inspections were performed for each pond site noting any issue that would require maintenance or repair. Numerous ponds had erosion on the side slopes and several had control structures that were not functioning as designed due to skimmer settlement or foundation/embankment erosion. A report was prepared and presented to the CDD Board for additional action and as a planning tool to eventually address all the ponds.
- **Amenities Center Drainage Improvements** – BDI performed survey and design to alleviate extensive flooding that kept residents from utilizing playcourts and fields as well as prohibiting maintenance. *(Construction budget: \$40,000)*
- **Court Resurfacing** – BDI prepared plans for the resurfacing of two tennis courts and one basketball court. *(Construction budget: \$15,000)*
- **Pool Heating Analysis** – BDI prepared a comparative analysis of heating the District's pool using natural gas or propane.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

a. Brletic Dvorak, Inc. (BDI)

(2) FIRM LOCATION *(City and State)*

Tampa, FL

(3) ROLE

Engineering,

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

8

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

**South Fork Community Development District (CDD)
Riverview, FL**

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION *(If applicable)*

Varies

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

INFRAMARK

b. POINT OF CONTACT NAME

Mark Vega

c. POINT OF CONTACT TELEPHONE NUMBER

(813) 991-1116

BDI provides engineering services to the **South Fork Community Development District (CDD)** in **Riverview** on an as-needed basis to assist the community in maintaining and improving their infrastructure assets.



Engineering tasks are established by the CDD Board of Supervisors and assigned to the engineer to accomplish the specific objectives. The tasks vary in size and complexity, and each has a specific scope and schedule that is coordinated through the Board and District Manager.

Various tasks completed for the South Fork community include:

- **Permit Inventory and Inspection Scheduling** – This task required research of SWFWMD permit documents archived at the central Brooksville office of SWFWMD. A map and spreadsheet were developed to indicate the numerous permits, where the ponds were located within the community, when the pond inspections were to be completed, and the parcel number for Hillsborough County.
- **Pond Bank Restoration** – BDI performed surveying, design and construction administration tasks for the reconstruction and restoration of the pond banks on three stormwater management ponds within the community. The objective of the project was to restore the eroded banks to the permitted side slopes and repair drainage structures required for safety and functionality. *(Construction budget: \$209,000)*
- **Traffic Analyses** – BDI has reviewed the Signal Warrant Study provided by the Florida Department of Transportation for the intersection of Ambleside Boulevard at US 301. BDI provided updated traffic counts to determine if the recent development in the area had increased traffic volumes to the point of warranting a signal at this location.
- **Pond Maintenance Plan** – The objective of this task was to determine the extent of repair needed for specific ponds, establish an estimated cost, and prioritize the immediate needs for each pond based on the functional performance requirements. Inspections were performed for each pond site noting any issue requiring maintenance or repair. Numerous ponds had erosion on the side slopes, and several had drainage structures that were not functioning as designed due to becoming dislodged from embankment erosion. A report was prepared and presented to the CDD Board for alternative measures to address the pond issues and RFP packages were prepared for bidding purposes.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Brletic Dvorak, Inc. (BDI)	Tampa, FL	Engineering

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

9

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

**Oak Creek Community Development District (CDD)
Pasco County, FL**

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION *(If applicable)*

Varies

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

INFRAMARK

b. POINT OF CONTACT NAME

Mark Vega

c. POINT OF CONTACT TELEPHONE NUMBER

(813) 991-1116, 104

BDI provides engineering services to the **Oak Creek Community Development District (CDD)** in **Wesley Chapel** on an as-needed basis to assist the community in maintaining and improving their infrastructure assets.

Engineering tasks are established by the CDD Board of Supervisors and assigned to the engineer to accomplish the specific objectives. The tasks vary in size and complexity, and each has a specific scope and schedule that is coordinated through the Board and District Manager.

Various tasks completed for the Oak Creek community include:

- **Permit Inventory and Inspection Scheduling** – This task required research of SWFWMD permit documents archived at the central Brooksville office of SWFWMD. A map and spreadsheet were developed to indicate the numerous permits, where the ponds were located within the community, when the pond inspections were to be completed, and the parcel number for Pasco County.
- **Basketball Court** – BDI performed survey, design, permitting, and construction administration for a basketball court adjacent to their clubhouse pool. The court will also be striped for a dual use for two pickleball courts. *(Construction budget: \$36,000)*
- **Trail Boardwalks** – BDI performed survey, design, permitting, and construction administration for a pedestrian boardwalk in two locations within the community to connect existing trails through wetlands and over creeks to provide residents with safe access to the natural uplands to utilize as a picnic or walking trail amenity. *(Construction budget: \$63,000)*
- **Playground Expansion** – BDI performed survey, design, and permitting to expand the existing playground to accommodate a new swing set area for toddlers while maintaining safe ADA access.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Brletic Dvorak, Inc. (BDI)	Tampa, FL	Engineering,

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 10
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21. TITLE AND LOCATION <i>(City and State)</i> River Bend Community Development District (CDD) Hillsborough County, FL	22. YEAR COMPLETED PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> Varies
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23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER GMS	b. POINT OF CONTACT NAME Jordan Lansford	c. POINT OF CONTACT TELEPHONE NUMBER (813) 344-4844

BDI provides engineering services to the **River Bend Community Development District (CDD)** in **Ruskin** on an as-needed basis to assist the community in maintaining and improving their infrastructure assets.

Engineering tasks are established by the CDD Board of Supervisors and assigned to the engineer to accomplish the specific objectives. The tasks vary in size and complexity, and each has a specific scope and schedule that is coordinated through the Board and District Manager.

Various tasks completed for the River Bend community include:

- Permit Inventory and Inspection Scheduling** – This task required research of SWFWMD permit documents archived at the central Brooksville office of SWFWMD. A map and spreadsheet were developed to indicate the numerous permits, where the ponds were located within the community, when the pond inspections were to be completed, and the parcel number for Hillsborough County.
- Amenity Center Drainage Improvements** – The River Bend CDD has experience chronic flooding due to rapid expansion of the amenities within the parcel without accommodating additional stormwater runoff. BDI performed survey, design, permitting, and construction administration services to address existing flooding occurring at the access, parking lot, playground, tennis court, pool equipment area, and open spaces. The improvements will accommodate future amenity projects through total buildout of the parcel. *(Construction budget: \$119,000)*

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a. (1) FIRM NAME Brletic Dvorak, Inc. (BDI)	(2) FIRM LOCATION <i>(City and State)</i> Tampa, FL	(3) ROLE Engineering

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 "Example Projects Key" section below before completing participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Robert Dvorak, PE	Project Manager	●	●	●	●	●	●	●	●	●	●
Stephen Brletic, PE	Project Engineer	●	●	●	●	●	●	●	●	●	●
Cliff Wilson	Designer	●	●	●	●	●	●	●	●	●	●
Jerry Whited	Senior Inspector	●		●	●			●		●	

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Harbour Isles Community Development District (CDD)	6	Heritage Springs Community Development District (CDD)
2	Diamond Hill Community Development District (CDD)	7	Lexington Oaks Community Development District (CDD)
3	Fishhawk Ranch Community Development District (CDD)	8	South Fork Community Development District (CDD)
4	Mira Lago Community Development District (CDD)	9	Oak Creek Community Development District (CDD)
5	Sterling Hill Community Development District (CDD)	10	River Bend Community Development District (CDD)

H. ADDITIONAL INFORMATION

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

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

N/A

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE



3/7/23

33. NAME AND TITLE

Robert Dvorak | Project Manager

STANDARD FORM 330 (6/2004)

ARCHITECT – ENGINEER QUALIFICATIONS

PART II – GENERAL QUALIFICATIONS

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

2a. FIRM (OR BRANCH OFFICE) NAME Brletic Dvorak, Inc.			3. YEAR ESTABLISHED 2023	4. DUNS NUMBER
2b. STREET 536 4th Ave. S, Unit 4			5. OWNERSHIP	
			a. TYPE Corporation	
2c. CITY St. Petersburg,		2d. STATE FL	2e. ZIP CODE 33701	
6a. POINT OF CONTACT NAME AND TITLE Robert Dvorak, PE, Project Manager			7. NAME OF FIRM (If block 2a is a branch office) N/A	
6b. TELEPHONE NUMBER (727) 420-0804		6c. E-MAIL ADDRESS rdvorak@bdiengineers.com		
8a. FORMER FIRM NAME(S) (If any) N/A			8b. YR. ESTABLISHED N/A	8c. DUNS NUMBER N/A

9. EMPLOYEES BY DISCIPLINE			
a. Function Code	b. Discipline	c. No. of Employees	
		(1) FIRM	(2) BRANCH
01	Acoustical Engineers		
05	Archaeologist/Cultural		
06	Architects		
08 / 58	CADD / Technician	1	1
12	Civil / Transportation	2	2
14	Computer Programmers/GIS		
15	Construction Inspectors	1	1
16	Constr. Engineers/Managers		
21	Electrical Engineers		
24	Environ. Specialists		
37	Interior Designers		
38	Land Surveyors		
39	Landscape Architects		
42	Mechanical Engineers		
47	Planners		
52	Environmental Engineers		
55	Geologists/Geotechnical		
57	Structural Engineers		
60	Traffic/ITS Engineers		
62	Water Resources Engineers	2	2
	Other Employees		
	Total	4	4

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Profile Code	b. Experience	c. Revenue Index Number
C15	Construction Management	2
H07	Highways, Streets, Parking Lots	3
I06	Irrigation; Drainage	3
T03	Traffic and Transportation Engineering	1

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)	
a. Federal Work	1
b. Non-Federal Work	4
c. Total Work	4

- PROFESSIONAL SERVICES REVENUE INDEX NUMBER
- | | |
|---|---|
| 1. Less than \$100,000 | 6. \$2 million to less than \$5 million |
| 2. \$100,000 to less than \$250,000 | 7. \$5 million to less than \$10 million |
| 3. \$250,000 to less than \$500,000 | 8. \$10 million to less than \$25 million |
| 4. \$500,000 to less than \$1 million | 9. \$25 million to less than \$50 million |
| 5. \$1 million to less than \$2 million | 10. \$50 million or greater |

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE 3/7/2023
c. NAME AND TITLE Robert Dvorak Project Manager	

**SILVERLEAF
COMMUNITY DEVELOPMENT DISTRICT**

Wetlands Maintenance Services Agreement
with Eco-Logic Services, LLC

AGREEMENT FOR WETLANDS MAINTENANCE SERVICES

THIS AGREEMENT (“**Agreement**”) is made and entered into on or about March 6, 2023 by and between:

SILVERLEAF COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Manatee County, Florida, and whose mailing address is c/o PFM Group Consulting, LLC, 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 (“**District**”); and

ECO-LOGIC SERVICES, LLC, a Florida limited liability company, with a mailing address of P.O. Box 18204, Sarasota, Florida 34276 (“**Contractor**”, together with District, “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (“**Act**”), by ordinance adopted by Manatee County, Florida; and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District owns, operates and maintains certain wetlands and preservation areas; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide mitigation and maintenance services for the wetlands and preservation areas, which are identified in **Exhibit A**, attached hereto; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide mitigation and maintenance services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein (“**Services**”); and

WHEREAS, the Contractor submitted a price quotation, as identified in **Exhibit A**, attached hereto, and represents that it is qualified to serve as a wetlands maintenance services contractor and provide such services to the District; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional mitigation maintenance services within presently accepted standards, and shall ensure that all services are sufficient to maintain the applicable properties consistent with the District's applicable permits and/or conservation easements, as well as applicable federal, state and local laws. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**.

B. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. The Contractor shall provide the Services as shown in **Section 3** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

E. At no time shall the Contractor use any products, compounds, or materials that contain copper in any form in any of the water bodies within the project area unless such products, compounds, or materials are specifically approved for usage in water bodies by both the U.S. Environmental Protection Agency and the State of Florida. Usage of such products, compounds, or materials must also be in compliance with applicable South Florida Water Management District ("SFWMD") rules and any and all SFWMD permits issued to the District.

F. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the Wetlands prior to the time of the execution of this Agreement, and that the Contractor agrees to be responsible for the care, health, and maintenance of the existing Wetlands, regardless of the current condition of the Wetlands and at no additional charge to the District. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing Wetlands were not in good condition or otherwise differ materially from conditions ordinarily encountered.

SECTION 3. SCOPE OF MITIGATION AND MAINTENANCE SERVICES. The Contractor will provide mitigation and maintenance services for the areas as shown in the map included in **Exhibit A** attached hereto. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A**. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager to act as its representative.

(2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

(3) Upon request by the District Manager, the Contractor shall attend the District's monthly meetings and be prepared to report to the District's Board of Supervisors regarding the wetland maintenance services.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 5. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor in accordance with fee schedule in **Exhibit A** following the District's receipt of invoice(s) from Contractor. The term of this Agreement shall be from the date of execution through September 30, 2023, unless terminated earlier by either party in accordance with the provisions of this Agreement. The Agreement shall be automatically renewed for additional one (1) year terms, unless written notice is provided by either party thirty (30) days prior to the expiration of the Agreement.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an

Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 4. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - i. Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- (5) Contractors Pollution Liability with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.

B. If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Contractor shall, without interruption, maintain the insurance for at least four years after the completion or termination of this Agreement.

C. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective

within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

D. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 5. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 6. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 8. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 10. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 11. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 12. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 13. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 14. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such

approval shall be void.

SECTION 15. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 17. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 18. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

SECTION 19. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

SECTION 20. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 21. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: Silverleaf Community Development District
c/o PFM Group Consulting, LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, Florida 32817
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

Attn: District Counsel

B. If to the Contractor: Eco-Logic Services LLC
P.O. Box 18204
Sarasota, Florida 34276
Attn: Peter Nabor

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

SECTION 22. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 23. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Manatee County, Florida.

SECTION 24. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **PFM Group Consulting, LLC** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential

and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, CARVALHOV@PFM.COM, C/O PFM GROUP CONSULTING, LLC 3501 QUADRANGLE BOULEVARD, SUITE 270, ORLANDO, FLORIDA 32817.

SECTION 25. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 26. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 27. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g., via PDF) of an original signature, or signatures created in a digital format.

SECTION 28. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

**SILVERLEAF COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

ECO-LOGIC SERVICES LLC

By: Peter Nabor

Its: Principal

Exhibit A: Scope of Services

**Exhibit A
Scope of Services**

SILVERLEAF



1.0 Wetland C Maintenance

Eco-Logic Services will perform necessary management services on the Wetland C preserve area (see shaded areas on Figure 1). Dead trees and invasive species in these areas were removed by Eco-Logic Services in August 2021. In October 2021, native trees, shrubs, and herbaceous plants were installed in the wetland. The ongoing maintenance under this task will be performed to limit the regrowth of invasive species thereby allowing the planted material to continue to establish. Maintenance will be conducted on a quarterly basis (4 events per year) and will include selective applications of approved herbicides. Because the amount of vegetation treated should be minimal or herbaceous in nature, the treated vegetation will be left standing in place to naturally decompose.

2.0 Additional Services

Additional services requested by the Client will be provided and billed as agreed to in writing (including email) under this task. Significant items will be performed under an addendum to this Agreement. Additional Services may include meetings, coordination or negotiation with the regulatory agencies regarding permit compliance, or other services not specifically detailed in this Scope of Services. Eco-Logic Services is pleased to provide these services, and any fees associated with this task will be incurred only at the request of, or with prior authorization of the Client.

3.0 Cost

Compensation for services rendered pursuant to this Agreement will be paid based on the following:

- 1.0 Wetland C maintenance 4 events per year at \$850.00/event**
- 2.0 Additional Services..... to be billed as requested**

Invoices will be submitted monthly based on the schedule of services and assumptions provided in this proposal. Lump sum tasks will be billed based on percent completion of the task. Additional services will be provided subject to additional compensation, based on verbal or written authorization by the Client.

4.0 Assumptions of this Proposal

- 4.1 The Client will make provision for Eco-Logic Services to enter the work area as required to perform services under this Agreement.
- 4.2 Upon request or as required to perform the services under this Agreement, the Client will provide all relevant plans and permits.
- 4.3 This Agreement does not include permit modifications, negotiations with regulatory agencies, or corrective actions for compliance issues.
- 4.4 Native vines (i.e., grapevine), native “weedy plants” (i.e., ragweed and dog fennel), or native upland species will not be targeted in the treatment areas. If control of these plants is desired by the Client or required by an agency, maintenance will be performed for an additional fee via an addendum to this Agreement.
- 4.5 The selective use of standard aquatic herbicides (including glyphosate) will be accepted as an appropriate maintenance methodology within the treatment areas. If these products are restricted, banned or otherwise not allowed to be used on the site, additional fees for alternative products will likely be required.

[Continues on next page]

- 4.6 Cutting and/or removal of dead or undesirable plant material is not included in this Agreement. If any hand removal is desired by the Client, or required by any agency, this service will be provided and billed as additional services as a contract addendum or as a separate Scope of Services.
- 4.7 No trash, garbage, or debris cleanup is included in this proposal.
- 4.8 The fees in this Agreement do not include any sales, value added, or other taxes that may be required by the government. Any such taxes will be added to invoices as required.
- 4.9 All work products under this Agreement may be used in marketing, advertising, resume, and other similar business development materials. Use of such materials shall be in accordance with industry standards and normal business practices.



[End of Exhibit A]

**SILVERLEAF
COMMUNITY DEVELOPMENT DISTRICT**

Eco-Logic Services Invoices

Eco-Logic Services LLC

PO Box 18204
Sarasota, FL 34276

Invoice

Date	Invoice #
11/6/2022	2340

Bill To

Neal Communities
5800 Lakewood Ranch Boulevard North
Sarasota, FL 34240

SilverLeaf

Description	Amount
Wetland C Maintenance for October 2022	850.00
Total	\$850.00

Phone # 941-312-1764

Pete@Eco-Logic-Services.com

Eco-Logic Services LLC

PO Box 18204
Sarasota, FL 34276

Invoice

Date	Invoice #
12/9/2022	2455

Bill To

Silverleaf
c/o PFM Group Consulting, LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817

Silverleaf

Description	Amount
Cleanup of Select Wetland Buffer Area along Grass Pointe Drive	11,750.00
Total	\$11,750.00

Phone # 941-312-1764

Pete@Eco-Logic-Services.com

Eco-Logic Services LLC

PO Box 18204
Sarasota, FL 34276

Invoice

Date	Invoice #
12/28/2022	2468

Bill To

Silverleaf
c/o PFM Group Consulting, LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817

Silverleaf

Description	Amount
Removal of trees Tree on corner on Silverleaf Avenue and Shimmering Oaks Drive Tree at 10512 Crooked Creek Court	4,850.00
Total	\$4,850.00

Phone # 941-312-1764

Pete@Eco-Logic-Services.com

Eco-Logic Services LLC

PO Box 18204
Sarasota, FL 34276

Invoice

Date	Invoice #
1/31/2023	2594

Bill To

Silverleaf
c/o PFM Group Consulting, LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817

Silverleaf

Description		Amount
Wetland C Maintenance for January 2023		850.00
Total		\$850.00

**SILVERLEAF
COMMUNITY DEVELOPMENT DISTRICT**

Annual Wetland Mitigation Services Discussion

**SILVERLEAF
COMMUNITY DEVELOPMENT DISTRICT**

Pond Professional, LLC
Aquatic Planting Proposal



POND PROFESSIONAL, LLC

pond & wetland management
4024 Dover Drive East, Bradenton, FL 34203

Aquatic Planting Proposal

February 23rd, 2023

Silverleaf HOA; Storm-water Aquatic Plantings
c/o PFM Group Consulting LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817

Attn:

Pond Professional, LLC proposes to furnish labor, equipment and materials necessary for the planting of Phase IV storm-water ponds, # 20, 21 & 22 (at the swale line locations for ease of maintenance and erosion deterrence) for Silverleaf sub-division, located at US-301 and Silverleaf Ave., Palmetto, FL.

Pond Professional, LLC proposes to install native, beneficial aquatic plants for the purposes of stabilizing potential erosion locations, critical nutrient uptake/algae reduction, turbidity reduction and shielding bare bank areas for improved aesthetics. All methods and species utilized shall conform to Manatee County and SouthWest Florida Water Management District (SWFWMD) agencies guidelines for the planting plan, as well as overall aesthetics. Priority shall be given to the most problematic areas of said ponds. **ALL PLANTS SHALL BE WARRANTED FOR 90 DAYS AND ALL PRICES INCLUDE INSTALL.**

Species	Common Name	Quantity	Size	Cost/ Plant	Total Cost	Vendor Contribution discount
<i>Eleocharus interstincta</i>	Jointed Spikerush	1200	BR	\$1.00	\$1200.00	-\$400.00
<i>Sagittaria lancifolia</i>	Arrowhead	600	BR	\$1.00	\$600.00	-\$200.00
<i>Pontedaria cordata</i>	Pickerelweed	600	BR	\$1.00	\$600.00	-\$200.00
TOTALS		2400			\$2400.00	\$1,600.00

The total cost for 2,400 bare-root plants shall be \$1,600.00

Sincerely,

George M. Colbath
Biologist
Pond Professional, LLC

Approved: _____ Date: _____

Jorge Orsini

From: George Colbath <george@pondprosfl.com>
Sent: Friday, March 3, 2023 5:12 PM
To: Jorge Orsini
Cc: Venessa Ripoll; Vivian Carvalho; Paul Gressin; Kayla Delgado
Subject: Silverleaf plantings
Attachments: Silverleaf storm-water pond planting proposal; Mar'23.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

ALERT: This message is from an external source.**BE CAUTIOUS** before clicking any link or attachment

All,

See attached proposal for aquatic plantings approved by Paul. I am harvesting today and we can get them installed tomorrow. All 3 problem ponds were treated today as we will not be able to treat them following plantings for 30 days. They need to root and copper based algaecides will stress and kill them before that time so homeowners will need to deal with any algae growth until that time. The purpose is to help shore up eroding areas as well as drastically reduced the very high nutrient load within the water column caused by excess fertilizer and re-use water runoff.

I gave the community the old \$1.00/plant rate and I even comped 800 of them myself this time, as this will greatly aid in reducing the extreme chemical usage required on these 3 ponds. Unfortunately the farms just raised all pricing on aquatic plants to \$1.25/ea.-\$1.50/ea for all future installs. None of the species listed can grow in deeper than 40" depths so they will hug the perimeter of the pond and not take over the surface area (when responding to any complaints from homeowners)

Sincerely,

George

Arrowhead



© Shirley Denton

Pickerelweed



Eleocharus



On Feb 14, 2023, at 9:47 AM, Jorge Orsini <orsinij@pfm.com> wrote:

Good morning George,

Thank you for the update and the information. Would you be able to provide a formal proposal for the planting to be presented at the next Board Meeting?

Jorge Jimenez Orsini
Assistant District Manager

—

PFM Group Consulting LLC
orsinij@pfm.com | phone 407.723.5900 | fax 407.723.5901 | web pfm.com
3501 Quadrangle Boulevard, Suite 270 | Orlando, FL 32817

From: George Colbath <george@pondprosfl.com>
Sent: Thursday, February 9, 2023 3:19 PM
To: Jorge Orsini <orsinij@pfm.com>

**SILVERLEAF
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorizations #185-186

**SILVERLEAF
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #185

1/31/2023

Item No.	Payee	Invoice	General Fund
1	KE Law District counsel services as of 12/31/22	5378	\$ 1,528.75
2	PFM Group Consulting Postage/FedEx - Dec 2022	OE-EXP-01-2023-24	\$ 8.30
3	Supervisor Fees - 1/16/2023 Meeting Timothy Abramski Jonathan Decker Paul Gressin Lawrence Powell	2023.01.16 2023.01.16 2023.01.16 2023.01.16	\$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00
4	VGlobalTech Website Maintenance - Jan 2023	4667	\$ 135.00
		TOTAL	\$2,472.05

Secretary / Assistant Secretary

Chairman / Vice Chairman

Rick Montejano

From: Paul Gressin <paulgressin@icloud.com>
Sent: Tuesday, January 31, 2023 3:16 PM
To: Rick Montejano
Subject: Re: PA 185

ALERT: This message is from an external source. **BE CAUTIOUS** before clicking any link or attachment

Approved as submitted

Sent from my iPhone

On Jan 31, 2023, at 3:08 PM, Rick Montejano <montejanor@pfm.com> wrote:

Afternoon Paul –

Attached is the latest payment authorization for review and approval of payment.

Thanks,

Rick Montejano
District Accountant
PFM Group Consulting LLC
407.723.5900 ext. 5951
3501 Quadrangle Blvd., Suite 270 | Orlando, FL 32817
MontejanoR@pfm.com

<Silverleaf PA #185.pdf>

**SILVERLEAF
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #186

2/17/2023

Item No.	Payee	Invoice	General Fund
1	Grau & Associates Audit FYE 9/30/2022	23600	\$ 4,600.00
2	McClatchy Company Legal Advertising on 01/09/2023 (Ad: IPL010272)	175839	\$ 297.18
3	PFM Group Consulting District Mgmt Fees - Feb 2023	DM-02-2023-44	\$ 3,208.33
4	Supervisor Fees - 2/6/2023 Meeting		
	Timothy Abramski	2023.02.06	\$ 200.00
	Jonathan Decker	2023.02.06	\$ 200.00
	Jackie Miller	2023.02.06	\$ 200.00
	Paul Gressin	2023.02.06	\$ 200.00
	Lawrence Powell	2023.02.06	\$ -
		TOTAL	\$8,905.51

Secretary / Assistant Secretary

Chairman / Vice Chairman

Rick Montejano

From: Paul Gressin <paulgressin@icloud.com>
Sent: Friday, February 17, 2023 12:05 PM
To: Rick Montejano
Subject: Re: PA 186

ALERT: This message is from an external source. **BE CAUTIOUS** before clicking any link or attachment

Payment approved as submitted

Sent from my iPhone

On Feb 17, 2023, at 11:50 AM, Rick Montejano <montejanor@pfm.com> wrote:

Afternoon Paul –

Attached is the latest payment authorization for review and approval of payment.

Thanks,

Rick Montejano
District Accountant
PFM Group Consulting LLC
407.723.5900 ext. 5951
3501 Quadrangle Blvd., Suite 270 | Orlando, FL 32817
MontejanoR@pfm.com

<Silverleaf PA #186.pdf>

**SILVERLEAF
COMMUNITY DEVELOPMENT DISTRICT**

District Financial Statements

Silverleaf CDD
Statement of Financial Position
As of 2/28/2023

	General Fund	Debt Service - 2014A1, 2019	Debt Service - 2014A2	Debt Service - 2018A	Construction Fund - 2014A,2019	Long Term Debt Group	Total
<u>Assets</u>							
<u>Current Assets</u>							
General Checking Account	\$339,012.39						\$339,012.39
Assessments Receivable	2,813.48						2,813.48
Deposits	167.00						167.00
Assessments Receivable		\$8,541.47					8,541.47
Due From Other Funds		1,668.62					1,668.62
Debt Service Reserve 2014A1		23,187.50					23,187.50
Revenue Account 2014A		448,555.01					448,555.01
Revenue Account 2019A1		353,292.80					353,292.80
Prepayment Acct. 2019A2		83,906.69					83,906.69
Prepayment Acct. 2019A1		94,850.10					94,850.10
Debt Service Reserve 2019A1		88,385.63					88,385.63
Prepayment Acct. 2014A1		3,224.48					3,224.48
Sinking Fund 2019A1		0.02					0.02
Sinking Fund 2019A2		0.02					0.02
Debt Service Reserve 2014A2			\$84,318.75				84,318.75
Prepayment Account 2014A2			1,327.09				1,327.09
Sinking Fund 2014A2			0.01				0.01
Revenue 2018A Bond				\$253,306.88			253,306.88
Sinking Fund 2018A1 Bond				0.01			0.01
Prepayment 2018A1 Bond				807.68			807.68
Debt Service Reserve 2018A1 Bond				80,023.75			80,023.75
Prepayment 2018A2 Bond				2,745.80			2,745.80
Assessments Receivable				3,642.26			3,642.26
Total Current Assets	<u>\$341,992.87</u>	<u>\$1,105,612.34</u>	<u>\$85,645.85</u>	<u>\$340,526.38</u>			<u>\$1,873,777.44</u>
<u>Investments</u>							
Amount Available in Debt Service Funds					-	\$1,517,932.22	\$1,517,932.22
Amount To Be Provided						6,117,067.78	6,117,067.78
Total Investments						<u>\$7,635,000.00</u>	<u>\$7,635,000.00</u>
Total Assets	<u><u>\$341,992.87</u></u>	<u><u>\$1,105,612.34</u></u>	<u><u>\$85,645.85</u></u>	<u><u>\$340,526.38</u></u>	<u><u>\$-</u></u>	<u><u>\$7,635,000.00</u></u>	<u><u>\$9,508,777.44</u></u>

Silverleaf CDD
Statement of Financial Position
As of 2/28/2023

	General Fund	Debt Service - 2014A1, 2019	Debt Service - 2014A2	Debt Service - 2018A	Construction Fund - 2014A,2019	Long Term Debt Group	Total
<u>Liabilities and Net Assets</u>							
<u>Current Liabilities</u>							
Accounts Payable	\$3,365.70						\$3,365.70
Deferred Revenue	2,813.48						2,813.48
Deferred Revenue		\$8,541.47					8,541.47
Deferred Revenue				\$3,642.26			3,642.26
Due to Other Funds				1,668.62			1,668.62
Total Current Liabilities	<u>\$6,179.18</u>	<u>\$8,541.47</u>	<u>\$ -</u>	<u>\$5,310.88</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$20,031.53</u>
<u>Long Term Liabilities</u>							
Revenue Bonds Payable LongTerm						\$7,635,000.00	\$7,635,000.00
Total Long Term Liabilities	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$7,635,000.00</u>	<u>\$7,635,000.00</u>
Total Liabilities	<u><u>\$6,179.18</u></u>	<u><u>\$8,541.47</u></u>	<u><u>\$ -</u></u>	<u><u>\$5,310.88</u></u>	<u><u>\$ -</u></u>	<u><u>\$7,635,000.00</u></u>	<u><u>\$7,655,031.53</u></u>
<u>Net Assets</u>							
Net Assets, Unrestricted	(\$4,139.20)						(\$4,139.20)
Net Assets - General Government	286,934.37						286,934.37
Current Year Net Assets - General Government	53,018.52						53,018.52
Net Assets, Unrestricted		\$2,684,280.16					2,684,280.16
Current Year Net Assets, Unrestricted		(1,587,209.29)					(1,587,209.29)
Net Assets, Unrestricted			\$85,646.24				85,646.24
Current Year Net Assets, Unrestricted			(0.39)				(0.39)
Net Assets, Unrestricted				\$294,429.78			294,429.78
Current Year Net Assets, Unrestricted				40,785.72			40,785.72
Net Assets, Unrestricted					\$50,000.00		50,000.00
Net Assets - General Government					(50,000.00)		(50,000.00)
Total Net Assets	<u><u>\$335,813.69</u></u>	<u><u>\$1,097,070.87</u></u>	<u><u>\$85,645.85</u></u>	<u><u>\$335,215.50</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$1,853,745.91</u></u>
Total Liabilities and Net Assets	<u><u>\$341,992.87</u></u>	<u><u>\$1,105,612.34</u></u>	<u><u>\$85,645.85</u></u>	<u><u>\$340,526.38</u></u>	<u><u>\$ -</u></u>	<u><u>\$7,635,000.00</u></u>	<u><u>\$9,508,777.44</u></u>

Silverleaf CDD
Statement of Activities
As of 2/28/2023

	General Fund	Debt Service - 2014A1, 2019	Debt Service - 2014A2	Debt Service - 2018A	Construction Fund - 2014A,2019	Total
Revenues						
On-Roll Assessments	\$132,655.30					\$132,655.30
Off-Roll Assessments	7,400.52					7,400.52
On-Roll Assessments		\$312,773.36				312,773.36
Off-Roll Assessments		87,412.22				87,412.22
Other Assessments		247,834.78				247,834.78
Inter-Fund Group Transfers In		(64,291.89)				(64,291.89)
Inter-Fund Group Transfers In			\$64,291.89			64,291.89
On-Roll Assessments				\$165,753.46		165,753.46
Off-Roll Assessments				10,252.98		10,252.98
Total Revenues	\$140,055.82	\$583,728.47	\$64,291.89	\$176,006.44	-	\$964,082.62
Expenses						
Supervisor Fees	\$4,000.00					\$4,000.00
Public Officials' Insurance	3,098.00					3,098.00
Trustee Services	4,796.12					4,796.12
Management	16,041.65					16,041.65
Engineering	657.00					657.00
Dissemination Agent	3,750.00					3,750.00
District Counsel	11,566.25					11,566.25
Assessment Administration	12,500.00					12,500.00
Reamortization Schedules	1,625.00					1,625.00
Audit	4,600.00					4,600.00
Postage & Shipping	34.52					34.52
Legal Advertising	505.44					505.44
Office Supplies	125.00					125.00
Web Site Maintenance	540.00					540.00
Dues, Licenses, and Fees	175.00					175.00
Wetland Maintenance Reserve	19,149.05					19,149.05
Wetlands Monitoring	87.27					87.27
General Insurance	3,787.00					3,787.00
Principal Payment - 2019A1 Bond		\$55,000.00				55,000.00
Principal Payment - 2019A2 Bond		1,970,000.00				1,970,000.00
Interest Payments - 2014A1 Bond		15,350.00				15,350.00
Interest Payments - 2019A1 Bond		66,420.00				66,420.00
Interest Payments - 2019A2 Bond		64,190.00				64,190.00
Interest Payments - 2014A2 bond			\$64,293.75			64,293.75
Principal Payment - 2018A1 Bond				\$5,000.00		5,000.00
Principal Payment - 2018A2 Bond				55,000.00		55,000.00
Interest Payment - 2018A1 Bond				60,917.51		60,917.51
Interest Payment - 2018A2 Bond				14,307.50		14,307.50
Total Expenses	\$87,037.30	\$2,170,960.00	\$64,293.75	\$135,225.01	-	\$2,457,516.06
Other Revenues (Expenses) & Gains (Losses)						
Interest Income		\$22.24				\$22.24
Interest Income			\$1.47			1.47
Interest Income				\$4.29		4.29
Total Other Revenues (Expenses) & Gains (Losses)	-	\$22.24	\$1.47	\$4.29	-	\$28.00
Change In Net Assets	\$53,018.52	(\$1,587,209.29)	(\$0.39)	\$40,785.72	-	(\$1,493,405.44)
Net Assets At Beginning Of Year	\$282,795.17	\$2,684,280.16	\$85,646.24	\$294,429.78	-	\$3,347,151.35
Net Assets At End Of Year	\$335,813.69	\$1,097,070.87	\$85,645.85	\$335,215.50	-	\$1,853,745.91

Silverleaf CDD
 Budget to Actual
 For the Month Ending 2/28/2023

	Year To Date			FY 2023 Adopted Budget
	Actual	Budget	Variance	
<u>Revenues</u>				
On-Roll Assessments	\$132,655.30	\$62,614.60	\$70,040.70	\$150,275.00
Off-Roll Assessments	7,400.52	-	7,400.52	-
Carry Forward Revenue	293,602.46	63,879.00	229,723.46	153,309.61
Net Revenues	\$433,658.28	\$126,493.60	\$307,164.68	\$303,584.61
<u>General & Administrative Expenses</u>				
Supervisor Fees	\$4,000.00	\$5,000.00	\$(1,000.00)	\$12,000.00
Public Officials' Insurance	3,098.00	1,375.00	1,723.00	3,300.00
Trustee Services	4,796.12	5,562.50	(766.38)	13,350.00
Management	16,041.65	16,041.65	-	38,500.00
Engineering	657.00	6,250.00	(5,593.00)	15,000.00
Dissemination Agent	3,750.00	6,250.00	(2,500.00)	15,000.00
District Counsel	11,566.25	6,250.00	5,316.25	15,000.00
Assessment Administration	12,500.00	5,208.35	7,291.65	12,500.00
Reamortization Schedules	1,625.00	312.50	1,312.50	750.00
Audit	4,600.00	2,187.50	2,412.50	5,250.00
Arbitrage Calculation	-	416.65	(416.65)	1,000.00
Postage & Shipping	34.52	83.35	(48.83)	200.00
Legal Advertising	505.44	625.00	(119.56)	1,500.00
Bank Fees	-	75.00	(75.00)	180.00
Miscellaneous	-	208.35	(208.35)	500.00
Office Supplies	125.00	104.15	20.85	250.00
Web Site Maintenance	540.00	1,175.00	(635.00)	2,820.00
Dues, Licenses, and Fees	175.00	72.90	102.10	175.00
Wetland Maintenance Reserve	19,149.05	1,666.65	17,482.40	-
Wetlands Monitoring	87.27	-	87.27	4,000.00
Stormwater Management	-	44,715.30	(44,715.30)	107,316.73
General Insurance	3,787.00	1,666.65	2,120.35	4,000.00
General Repair & Maintenance	-	2,083.40	(2,083.40)	5,000.00
Hardscape Maintenance	-	19,163.70	(19,163.70)	45,992.88
Total General & Administrative Expenses	\$87,037.30	\$126,493.60	\$(39,456.30)	\$303,584.61
Total Expenses	\$87,037.30	\$126,493.60	\$(39,456.30)	\$303,584.61
Net Income (Loss)	\$346,620.98	\$ -	\$346,620.98	\$ -