



**QUARRY
COMMUNITY DEVELOPMENT
DISTRICT**

**COLLIER COUNTY
SPECIAL BOARD MEETING
NOVEMBER 14, 2017
10:00 A.M.**

Special District Services, Inc.
27499 Riverview Center Boulevard, #253
Bonita Springs, FL 33134

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AGENDA
QUARRY COMMUNITY DEVELOPMENT DISTRICT
Golf Lodge at the Quarry
8950 Weathered Stone Drive
Naples, Florida 34120
SPECIAL BOARD MEETING
November 14, 2017
10:00 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. October 10, 2017 Special Board Meeting.....Page 2
- G. Old Business
- H. New Business
 - 1. Consider Resolution 2017-07 – Adopting Procurement Policies.....Page 7
 - 2. Consider Approval of RFQ for Engineering Services and Evaluation Criteria.....Page 33
 - 3. Consider Approval of Request from United Land LLC for a Letter of No Objection
Regarding the Vacation of Raw Water Well Easement.....Page 43
- I. Engineering Report
- J. Administrative Matters
- K. Board Members Comments
- L. Adjourn

**NOTICE OF SPECIAL BOARD OF SUPERVISORS' MEETING
OF THE QUARRY COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Quarry Community Development District will hold a Special Meeting of the Board of Supervisors on November 14, 2017, at 10:00 a.m. at the Golf Lodge at The Quarry located at 8950 Weathered Stone Drive, Naples, Florida 34120, **instead of November 21, 2017, at 11:00 a.m. , as previously published.**

The purpose of the Special Meeting is for the Board to consider any and all business which may properly come before the Board. The meeting is open to the public and will be conducted in accordance with provisions of Florida law. The meeting may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for this meeting may be obtained from the District's website or from the District Manager, Special District Services, Inc., 27499 Riverview Center Blvd., #253, Bonita Springs, Florida 34134. There may be occasions when staff or other individuals may participate by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact District Office at 239-444-5790, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, who can aid you in contacting the District Office.

A person who decides to appeal any decision made by the Board or the Committee with respect to any matter considered at the meeting is advised that this same 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 such appeal is to be based.

Meetings may be cancelled from time to time without advertised notice.

Kathleen Dailey
District Manager

QUARRY COMMUNITY DEVELOPMENT DISTRICT

www.quarrycdd.org

PUBLISH: NAPLES DAILY NEWS 11/07/17

QUARRY COMMUNITY DEVELOPMENT DISTRICT
 REGULAR BOARD MEETING
 OCTOBER 10, 2017

A. CALL TO ORDER

The October 10, 2017, Regular Board Meeting of the Quarry Community Development District was called to order at 11:05 a.m. at the Golf Lodge at the Quarry located at 8950 Weathered Stone Drive, Naples, Florida 34120.

Mr. Demovsky gave a summary of what a CDD does and how it applies to the Quarry.

B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Naples Daily News* on September 28, 2017, as part of the District’s Fiscal Year 2017/2018 Regular Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

It was determined that the attendance of the following Supervisors constituted a quorum and it was in order to proceed with the meeting:

Chairman	Barry J. Demovsky	Present
Vice Chairman	Ronald Rex (via phone)	Present
Supervisor	Glenn Hollrah	Present
Supervisor	Thomas Oldag	Present
Supervisor	Richard Doll	Present

Staff members in attendance were:

District Manager	Kathleen Dailey	Special District Services, Inc.
District Counsel	Wes Haber (via phone)	Hopping Green & Sams
District Engineer	Josh Evans	JR Evans Engineering

Also present were Len Lindahl of Special District Services, Inc.; Clark Bennett of Spectrum Municipal Services (via phone); Cheryl Ollila, the QCA President; Ryan Miller of Dragonfly; and those indicated on the attached sign-on sheet.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

The following District residents asked questions and/or made comments:

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Kevin Mooney – asked who is elected on the Board and who is paid. Mr. Demovsky responded that all Board Members are elected and that none are paid. Mr. Mooney then asked if Mr. Evans was a Pulte Engineer. Mr. Demovsky explained that Mr. Evans was not a Pulte Engineer, but was hired by Centex years ago to handle the engineering.

Ed Walters stated he would like the District to hire a new engineer.

Clemence Soffer expressed concern about the trusses of homes and wind velocity.

Bill Flister asked about audience participation and Ms. Dailey advised that audience comment is taken throughout the agenda.

F. APPROVAL OF MINUTES

1. August 15, 2017, Public Hearing & Regular Board Meeting

The August 15, 2017, Public Hearing & Regular Board Meeting minutes were presented for approval.

A **motion** was made by Mr. Oldag, seconded by Mr. Doll approving the minutes of the August 15, 2017, Public Hearing & Regular Board Meeting, as presented. Upon being put to a vote, the **motion** carried 5 to 0.

G. OLD BUSINESS

Laura Severance asked if the Board had considered changing the time and dates of their meetings. Ms. Dailey advised that the issue had already been discussed by the Board at their previous meeting and the consensus was to keep the meeting time and dates the same.

H. NEW BUSINESS

1. Consider Items Related to Damage to Stormwater System from Hurricane Irma

- **Engineer Update Regarding Extent of Damage & Consider Options**

Mr. Evans explained that an on-site visual inspection had been completed with survey work every 40 feet with 55 design sections. The information was provided to Dragonfly with rip rap and rock specifications.

Ryan Miller of Dragonfly explained the company's experience with restoration and stated that he had prepared three proposals for different areas, including Hideaway Bay, N. Shore and the Entrance. There was discussion between the Board and members of the audience about design criteria and planning with higher standards. Mr. Haber explained that permitting and oversight of design is by the Water Management District and if the Board determines it is in the best interest of the District to put in more than what was there, funding assessments at a higher level would then be levied over all the properties that

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benefit from the system. There was discussion regarding the two “perfect storms” that had hit the area and residents expressed concern that the banks were already slipping and failing. Mr. Demovsky stated that the Board was planning on coming up with alternatives to the fixes.

Resident Tim Cantwell asked to have delineated the exact responsibilities of the homeowners and the CDD. Mr. Haber responded the CDD’s responsibility is to fix its stormwater system, including replacement of soil eroded due to the storm and putting the pond banks back. Mr. Haber further noted that individual homeowners who have erosion that is an immediate threat can work with the CDD on a case by case basis so that efforts are not duplicated. Mr. Demovsky pointed out that a letter had been received from the QCA attorney requesting notice before proceeding and he felt that bringing in a new engineer to work on the repairs, specifically Coastal Engineering, who had been recommended by the QCA, would solve the problem. Mr. Haber explained the letter stating that the QCA’s attorney clarified their request by expressing that before any work commences that the CDD needs to give the QCA the opportunity to maintain evidence.

After discussion, a **motion** was made by Mr. Doll, seconded by Mr. Rex to obtain a proposal from Coastal Engineering for engineering work on alternatives to the lake bank repairs. Upon being put to a vote, the **motion** carried 5 to 0.

Mr. Haber clarified that the expectation is an agreement with Coastal Engineering for survey work and to also provide a quote to complete the rest of the project, since under Florida law there are bidding thresholds and a competitive process that may have to be followed.

Cheryl Ollila expressed dissatisfaction with JR Engineering being part of the CDD team. Mr. Demovsky responded that he is still the District’s engineer and will cooperate with Coastal Engineering, but will not be part of the repair project. Another resident requested a timeline of the shore repairs, as he did not want to see this going on two years from now. Mr. Demovsky stated that all the District’s meetings are open and publicized and an exact timeframe will have to be provided by the engineer.

District resident Ed Walters asked if the Board would consider Ms. Ollila’s comment regarding the engineer. Mr. Demovsky stated that the Board would address that issue at a later time.

A **motion** was made by Mr. Rex, seconded by Mr. Oldag and passed unanimously authorizing the preparation of an agreement with Coastal Engineering and for the Chair to sign said agreement, once prepared.

- **Presentation of Options to Fund Repairs**

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Mr. Lindahl stated that the next step was to consider funding options for repairs and that a proposal to retain Spectrum Municipal Services as a Financial Advisor had been included with the packet, since SDS could not serve in that role. Mr. Bennett gave his background and stated that his fee was a flat \$500 to negotiate and speak with banks on a short term, low interest, tax exempt loan.

A **motion** was made by Mr. Rex, seconded by Mr. Hollrah and passed unanimously to retain Spectrum Municipal Services to serve as Financial Advisor for the repair process.

2. Consider Resolution No. 2017-06 – Adopting a Fiscal Year 2016/2017 Amended Budget

Resolution No. 2017-06 was presented, entitled:

RESOLUTION NO. 2017-06

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE QUARRY COMMUNITY DEVELOPMENT DISTRICT
AUTHORIZING AND ADOPTING AN AMENDED FINAL
FISCAL YEAR 2016/2017 BUDGET (“AMENDED BUDGET”),
PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND
PROVIDING AN EFFECTIVE DATE.**

Ms. Dailey briefly went over the amended budget. Mr. Demovsky noted he had spoken with Michael McElligott of SDS about it and he recommended approval.

A motion was made by Mr. Doll, seconded by Mr. Hollrah and passed unanimously to adopt Resolution No. 2017-06, as presented.

I. ENGINEERING REPORT

There was no Engineering Report at this time.

J. ADMINISTRATIVE MATTERS

There were no Administrative Matters to come before the Board.

K. BOARD MEMBER COMMENTS

There were no comments from the Board.

District resident Tom Johnston asked about lost sand and grass on the beach. Ms. Ollila responded that the QCA takes care of that area.

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Mr. Demovsky announced that the Board would meet next when they receive the proposal from Coastal Engineering.

L. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 12:45 p.m. on **motion** made by Mr. Doll, seconded by Mr. Hollrah and passed unanimously.

Secretary/Assistant Secretary

Chair/Vice-Chair

RESOLUTION 2017-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE QUARRY COMMUNITY DEVELOPMENT DISTRICT ADOPTING A PROCUREMENT POLICY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

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

WHEREAS, in order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the District desires to adopt procurement policies regarding the purchase of Professional Services, construction contracts, goods, supplies, and materials, Contractual Services, and maintenance services; and

WHEREAS, the Board of Supervisors of the District (the “Board”) accordingly finds that it is in the best interests of the District to establish by resolution the Procurement Policy attached hereto as **Exhibit A** for immediate use and application.

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

SECTION 1. The District hereby adopts the Procurement Policy, attached hereto as **Exhibit A**.

SECTION 2. If any provision of this Resolution or the Procurement Policy 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 14th day of November, 2017.

ATTEST:

**QUARRY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Procurement Policy

EXHIBIT A

Quarry Community Development District Procurement Policy

The Quarry Community Development District (the “District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these policies (the “Policies”) is to describe the general procurement procedures of the District.

Policy 1.0 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, construction contracts, 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 Policies shall only be undertaken after authorization by the Board of Supervisors of the District (the “Board”).

- (3) Definitions.
 - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.

 - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed one million dollars (\$1,000,000), for a study activity when the fee for such Professional Services to the District does not exceed fifty thousand dollars (\$50,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.

 - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Policies.

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 Policies 1.3 or 1.4.

- (d) “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.
- (e) “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.
- (f) “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.
- (g) “Negotiate” means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (h) “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.
- (i) “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.
- (j) “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.
- (k) “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.
- (l) “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.
- (m) “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 Policies, 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.

Policy 1.1 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 Policy. As used in this Policy, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable federal licenses in good standing, if any;
 - (b) Hold all required applicable state professional licenses in good standing;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

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

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

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

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Policy 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 Policies shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all

consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Policy 1.9 of the Policies of the District shall constitute a waiver of proceedings under those Policies," or wording to that effect. Protests of the District's ranking decisions under this Policy shall be in accordance with the procedures set forth in Policy 1.9.

(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 Policy shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Policy 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 Policies. 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.

Policy 1.2 Construction Contracts.

- (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 Policies 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 Policy, 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 Policy 1.2 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 Policy and shall not be a basis for a protest of any contract award.

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

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

Evidence of compliance with these Policies 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 noticed meeting, 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 Policies. 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 Policy 1.9 of the Policies of the District shall constitute a waiver of proceedings under those Policies," or wording to that effect. Protests of the District's purchase of construction services under this Policy shall be in accordance with the procedures set forth in Policy 1.9.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject

the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of construction services, which steps may include a direct purchase of the construction services without further competitive selection processes.

- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Policy. Construction services provided by governmental agencies are exempt from this Policy. This Policy 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 Policies. A contract for construction services is exempt from this Policy 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 Policy 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 Policies. 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 Policy 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.

Policy 1.3 Payment and Performance Bonds.

- (1) Scope. This Policy 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 Policy 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 Policy 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 Policy 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.

Policy 1.4 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 Policy. 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 Policy, 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 Policy and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold the required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

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

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

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

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

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Policy 1.9 of the Policies of the District shall constitute a waiver of proceedings under those Policies," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Policy shall be in accordance with the procedures set forth in Policy 1.9.
- (k) If less than three (3) bids, proposals, replies, or responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of goods, supplies, and materials, which steps may include a

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

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Policy 1.3 or 1.4. 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 Policy.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Policy. Goods, supplies, and materials provided by governmental agencies are exempt from this Policy. A contract for goods, supplies, or materials is exempt from this Policy 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 Policy 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 Policies.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Policy may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these Policies. 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.

Policy 1.5 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Policy 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 Policy, 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 Policy and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold the required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

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

Evidence of compliance with these Policies 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 Policies. 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 Policy 1.9 of the Policies of the District shall constitute a waiver of proceedings under those Policies," or wording to that effect. Protests of the District's procurement of maintenance services under this Policy shall be in accordance with the procedures set forth in Policy 1.9.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of maintenance services, which steps may include a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Policy. Maintenance services provided by governmental agencies are exempt from this Policy. A contract for maintenance services is exempt from this Policy 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 Policy may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Policy 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 Policies. 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.

Policy 1.6 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 Policies, 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.

Policy 1.7 Protests With Respect To Proceedings under Policies 1.1, 1.2, 1.4, and 1.5.

The resolution of any protests with respect to proceedings under Policies 1.1, 1.2, 1.4, and 1.5 shall be in accordance with this Policy.

(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 Policy, 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 Policy, any firm or person who is affected adversely by a District's ranking or intended award under Policies 1.1, 1.2, 1.4, and 1.5 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 Policy, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If disclosed in the District's competitive solicitation documents for a particular purchase under Policies 1.1, 1.2, 1.4, and 1.5, the Board may require any person who files a notice of protest to post a protest bond in the amount equal to 1% of the anticipated contract amount that is the subject of the protest. In the event the protest is successful, the protest

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

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

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

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

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

**REQUEST FOR QUALIFICATIONS FOR PROJECT-SPECIFIC ENGINEERING SERVICES
QUARRY COMMUNITY DEVELOPMENT DISTRICT**

RFQ for Stormwater Engineering Services

The Quarry Community Development District (“District”), located in Collier County, Florida, hereby announces that it seeks qualification statements from professional engineering firms or individuals qualified and interested in providing engineering services for the District for the limited purpose of assessing certain damage to the District’s stormwater management system and designing any necessary repairs, including, but not limited to, repairs necessary to restore shorelines. For a more detailed description of the scope of work, please contact Kathleen Dailey, Special District Services, 27499 Riverview Center Blvd., #253, Bonita Springs, Florida 34134 (“District Manager’s Office”)

Any firm or individual (“Applicant”) desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement (“Qualification Statement”) of its qualifications and past experience on U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant’s professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant’s willingness to meet time and budget requirements; d) the Applicant’s past experience and performance, including but not limited to past experience for any community development districts and past experience with Collier County; e) the geographic location of the Applicant’s headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, as needed, assessment, design and construction services, and other related tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, *Florida Statutes* (“CCNA”). All applicants interested must submit five (5) copies and one (1) electronic PDF copy on compact disc or USB flash drive of Standard Form No. 330 and Qualification Statement by 12:00 p.m. on _____, 2017 to the attention of Kathleen Dailey at the District Manager’s Office.

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the next highest ranked Applicants in the order of their ranking.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00). Additional information and requirements regarding protests are set forth in the District’s Rules of Procedure, which are available from the District Manager.

Publish on _____ (must be published at least 14 days prior to submittal deadline)

QUARRY COMMUNITY DEVELOPMENT DISTRICT

PROJECT-SPECIFIC ENGINEER PROPOSALS

COMPETITIVE SELECTION CRITERIA

- 1) Ability and Adequacy of Professional Personnel** (Weight: 30 Points)

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

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.
- 3) Geographic Location** (Weight: 10 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.
- 4) Willingness to Meet Time and Budget Requirements** (Weight: 20 Points)

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

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

Consider the recent, current and projected workloads of the firm.
- 7) Volume of Work Previously Awarded to Consultant by District** (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

A CECI GROUP COMPANY

November 1, 2017

Kathleen Dailey
Special District Services, Inc
The Quarry - District Manager
2501A Burns Road
Palm Beach Gardens, Florida 33410



**Re: The Quarry – Lake Shoreline Restoration
CEC No. 17.218**

Dear Kathleen,

Coastal Engineering Consultants (CEC) is pleased to submit this proposal for professional services to assist The Quarry Community Development District (CDD) design and obtain permits necessary to restore segments of riprap shoreline that experienced severe erosion from Hurricane Irma.

SCOPE OF SERVICES

TASK 1 – Data Review

Coordinate with J. R. Evans Engineering to obtain an electronic copy of recently collected survey data. Review data and any supporting documents. Incorporate data into Project design.

TASK 2 – Data Collection

In support of the Project design and permit process, perform the following activities. Assess armored and natural shoreline of the lakes and canals (approximately 39,500 linear feet) using visual observation. Delineate areas requiring shoreline restoration. Conduct topographic and bathymetric surveys of the eroded shoreline at appropriate intervals for the design of proposed improvements. Locate existing features (e.g., stormwater management system attributes) within the Project area that may affect shoreline restoration design. Surveys shall reference NAVD88. Research available natural processes data including wind, wave, water level fluctuation and storm data to assist in design of proposed repairs.

TASK 3 – Condition Report

Prepare a letter report summarizing the condition of the lake shoreline based on results of site observation and data collection. Provide preliminary recommendations for an action plan to address the Project needs. The report shall include an order of magnitude budget for restoration/repairs sufficient to allow the CDD to implement recommendations. Attend one meeting to review report and recommendations.

TASK 4 – Preliminary Design

Utilizing the data collected, prepare and draft preliminary design plans for the proposed improvements including cover page, existing conditions survey, site plan, shoreline restoration sections, and details. Prepare and submit a draft preliminary opinion of probable construction cost. Conduct one meeting with the client to review the draft plans. Upon receipt of written comments, finalize and preliminary design plans and preliminary opinion of probable construction cost.

TASK 5 – Permit Application & Submittal

Prepare a draft Environmental Resource Permit (ERP) application, permit drawings, and technical support data for the shoreline restoration plan. Review the draft ERP application with the client. Make one round of edits. Submit the ERP application to the SFWMD. Permit fees will be determined by the SFWMD upon submittal of the application. The permit fees are not included in the budget. Collier County permits are to be obtained by the contractor, and are not included in the scope of services.

TASK 6 – Permit Processing

Utilizing existing information (including surveys, design details, and analyses), assist the client prepare and submit a response to one SFWMD Request for Additional Information (RAI).

TASK 7 – Client Coordination

Coordination with owner, including attendance of meetings with you and CDD representatives, to review reports, recommendations and written or phone correspondence in reference to the project.

PROFESSIONAL FEE SUMMARY

We propose to bill you for the professional services as outlined below according to the rates and terms of our attached Fee Schedule, which is made a part of this Agreement as if fully contained herein.

TASK	DESCRIPTION	BASIS	AMOUNT
1	Data Review	Fixed Fee	\$ 1,198.00
2	Data Collection	Fixed Fee	\$ 22,246.00
3	Condition Report	Fixed Fee	\$ 7,840.00
4	Preliminary Design	Fixed Fee	\$ 6,840.00
5	Permit Application & Submittal	Fixed Fee	\$ 4,818.00
6	Permit Processing	Fixed Fee	\$ 3,162.00
7	Client Coordination	Time & Materials	\$ 3,616.00
		TOTAL	\$ 49,720.00

ADDITIONAL SERVICES

Services beyond the scope presented herein can be provided as Additional Services and shall be authorized in writing by you. Additional Services can be provided on a time and material or negotiated fixed fee basis according to the attached Fee Schedule.

PROPOSAL ACCEPTANCE

Generally, all communication for the project will go through the Project Manager. The CEC Project Manager for this project will be Mark Kincaid. Unless directed otherwise, all communications to the client will be directed to the addressee.

Coastal Engineering Consultants, Inc. trusts this proposal is responsive to your needs. If acceptable, please indicate by signing and returning one copy, receipt of which shall constitute our Notice to Proceed, unless directed otherwise. If accepted, this proposal represents an agreement as submitted.

SCHEDULE

CEC will begin work within 14 days of Notice to Proceed. We appreciate the opportunity to be of service. If you have any questions, please do not hesitate to call me at (239) 643-2324, extension 128, or by email at mkincaid@cecifl.com.

Sincerely,
COASTAL ENGINEERING CONSULTANTS, INC.



Mark Kincaid
Senior Engineer

Enclosure: CEC Fee Schedule and Standard Terms and Conditions

Professional Consulting Fee Schedule

<u>Staff/Consultant Description</u>	<u>Hourly Rate</u>
Principal / President	\$220
Principal / Vice President	\$212
Principal Consultant*	\$204
Senior Consultant*	\$179
Associate Consultant*	\$170
Managing Consultant*	\$146
Coastal Modeler	\$140
Project Consultant*	\$125
Staff Consultant*	\$105
Project Construction Manager	\$ 97
Sr. Designer/Technician	\$103
Designer/Technician	\$ 87
Sr. Administration/Sr. Project Coordinator	\$ 77
Report Production Coordinator/Sr. Technical Writer	\$ 75
Construction Observer	\$ 72
Administration/Project Coordinator	\$ 60
Labor	\$ 40
<u>Survey & Mapping Crews</u>	
Three-man Survey & Mapping Crew	\$180
Two-man Survey & Mapping Crew	\$144
One-man Survey & Mapping Crew	\$120
Marine Surveyor	\$135
Survey & Mapping Crew Chief	\$ 85
Survey & Mapping Crew Member	\$ 65
<u>RTK/GPS Survey & Mapping Crews</u>	
Three-man (RTK) Survey & Mapping Crew	\$200
Two-man (RTK) Survey & Mapping Crew	\$160
One-man (RTK) Survey & Mapping Crew	\$130
<u>Expert Witness</u>	
Principal Consultant*	\$260
Associate Consultant*	\$240
Managing Consultant*	\$230

* **Consultants include:** Engineers, Planners, Environmental Specialists, Financial Specialists, Project Managers, Scientists and Surveyors & Mappers.

Equipment & Out of Pocket Expense Schedule

Hydrographic Survey Equipment

Hydrographic RTK GPS Surveying & Mapping System.....	\$8,000 /mo. \$2,500 /wk. \$ 600 /day
Single Frequency Depth Sounder.....	\$3,000 /mo. \$1,250 /wk. \$ 150 /day
Tide Recorder (1 mo. Min.).....	\$ 500 /mo.
Current Meter (1 wk. Min.).....	\$3,000 /mo. \$1,000 /wk.
Turbidimeter.....	\$ 500 /mo. \$ 150 /wk. \$ 50 /day
Survey Boat.....	\$ 375 /day
Survey Jon Boat.....	\$ 200 /day
Water Quality Meter.....	\$ 75 /day

GPS / Conventional Survey Equipment

RTK GPS Receiver.....	\$ 150 /day
Robotic Total Station.....	\$ 150 /day
Total Station / Data Collector.....	\$ 100 /day
Off-road Vehicle, (ATV).....	\$ 120 /day

Survey & Mapping Supplies

Aerial Target.....	\$15.00 /ea.
Permanent Reference Concrete Monuments.....	\$15.00 /ea.
Rebar.....	\$ 5.00 /ea.

Services & Materials

Wide Format Prints (B & W).....	\$ 5.00 /sheet
Wide Format Prints (Color).....	\$10.00 /sheet
Mylar (24 X 36).....	\$15.00 /ea.
Mileage (2 WD).....	\$ 0.55 /mi.
Mileage (4 WD).....	\$ 0.80 /mi
Photocopies Black & White.....	\$ 0.10 /ea.
Photocopies Color.....	\$ 0.20 /ea.

Out of Pocket Expenses

Out of pocket expenses will be billed at cost plus 10% unless specifically modified in the terms and conditions of the base contract. Typical expenses include: out of town travel made on behalf of the Client relating to permitting, aerial reconnaissance, photographic expenses, and special project related materials that are not kept in stock.

Outside Services

Outside services, Subconsultants, or subcontractor fees will be administered at cost plus 15% unless specifically modified in the terms and conditions of the base contract. Typical outside services includes landscape and architectural services, special traffic studies, subsurface and structural engineering services, etc.

GENERAL TERMS & CONDITIONS

Invoicing:

Unless otherwise stated within the body of the base contract's language, invoicing will be provided on a monthly basis. Invoicing may also be provided by project milestone or other schedule specified within the contracts' special conditions.

Payment Terms

Payment for services and fees are due upon receipt. If written notice of a question is not received within fifteen (15) days of invoice; such action will be construed as acceptance of charges and services as accurate and acceptable.

Finance Charges

If the Client fails to make any payment for services and expenses within thirty (30) days after the receipt of the Consultants' invoice, the amounts due will include a charge at the rate of one and one half percent (1.5%) per month from said thirtieth day.

Reasonable Collection Fees

Should an unpaid invoice be referred to the Consultants' Attorney for collection, the Client agrees to pay their reasonable fee for the collection work, as well as any cost of suit, which may be incurred.

Rate Guarantees

The rates provided on this schedule are guaranteed for 12 months from the date shown on the schedule. At the expiration of the 12-month period, the Consultant shall be entitled to modify the hourly and unit rates to reflect the changes in the costs of business operations. If the contract is a fixed fee agreement and spans more than a 12-month period, the Consultant shall be entitled to a percentage increase in those fixed prices to reflect inflation. The percentage increase shall be tied to the Consumer Price Index (CPI); the change shall be equal to the difference in the CPI from the effective date of the agreement and the date of the change. The subject proposal will remain in force for a period of 30 days from the date shown therein.

Overtime Rates

Overtime rates will be charged when requested to perform work beyond the regularly scheduled 40 hour work week at a rate of 1 and ½ times the base fee rate shown on the hourly fee rate schedule. The Client will be asked to sign an overtime effort authorization before any overtime work on their project can be performed.

Construction Costs

Additional construction costs resulting from changes in the design, value engineering, plans and specifications that are deemed prudent by the Engineer of record shall not be the responsibility of the Consultant.

Suspension of Services

The Consultant may, after seven days written notice to the Client, suspend services under this agreement until payment of all outstanding fees have been received in full for all services, expenses and finance fees.

Termination for Cause

This agreement may be terminated by the Client upon 30 days' written notice in the event of a material breach hereof by the Consultant, provided that the Consultant does not cure such material breach within the 30-day period after it receives written notice of the same (describing the alleged breach in detail) or, in relation to matters which cannot be cured within such 30 days, unless the Consultant has failed to initiate reasonable steps to cure such breach. In the event of a cure or the undertaking of reasonable steps to cure by the Consultant within such 30-day period, the Client shall have no right to terminate for cause. This agreement may be terminated by the Consultant in the event that any of its statements have not been paid within seventy days of the date when such payment was due, provided that the Client shall have the right to cure such default by making payment (including applicable interest) within seven days of its receipt of a written notice from the Consultant describing the default in payment.

Termination for Convenience

This agreement may be terminated for convenience by the Client upon 30 days' advance written notice to the Consultant. In such event, the Consultant shall be entitled to be compensated for all services performed, and to be reimbursed for all reimbursable expenses incurred, through the effective date of termination; provided, however, that the Consultant shall also be entitled to a termination expense equal to 10% of the total amount of fees to which the Consultant is entitled through the effective date of termination. The Consultant shall also have the right to terminate this agreement for convenience upon 30 days' written notice to the Client, in which event the Consultant shall be entitled to be compensated for all services rendered, and to be reimbursed for all reimbursable expenses reasonably incurred, through the effective date of termination. In the event of such a termination for convenience by either the Client or the Consultant, all such amounts shall be paid to the Consultant no later than 15 days following the effective date of such a termination for convenience. In either event, the amounts set forth herein shall be the sole amounts the Consultant is entitled to receive and, in the event of a termination for convenience, neither party shall have any liability to the other for breach of contract as a result of such a termination for convenience.

Changed Conditions

Should the scope of the project change, (including Client and Owner requested revisions), or changes occur in site conditions, laws and regulations, the Client's financial condition, or key Client personnel that in the opinion of the Consultant affect the work being undertaken within the body of this agreement, the Consultant has the right to modify the general conditions and fees for the project to reflect any additional efforts deemed necessary to complete the project. Any change in scope will be reflected in a Changer Order which both the Client and the Consultant will sign off on to memorialize the change in the scope of the project.

Standard of Care

Services performed by the Consultant in this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised in Florida on the date that this agreement is entered into.

Warranty

The Consultant warrants that all of the services provided by or on its behalf pursuant to this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised in Florida on the date that this agreement is entered into. This warranty is in lieu of all other warranties, either express or implied. Further, the Client understands and agrees that when used in conjunction with the providing of services pursuant to this agreement, such terms as “certify”, “warrant”, “confirm”, “guarantee”, “assure”, or the like, do not constitute a guarantee, but rather a representation based on upon the Consultant’s professional opinion or judgment.

Indemnification

The Consultant agrees to hold harmless and indemnify Client from and against liability to the extent caused by Consultant’s negligent performance of the services identified in this agreement. The Client agrees to hold harmless and indemnify the Consultant to the extent caused by the Client’s own negligence.

Laws and Ordinances

Given the breadth of governmental regulation and the ever-changing review policies of the intervening agencies relating to development, the Client is strongly urged to retain legal counsel should those types of issues arise. The Client is responsible for retaining and compensating legal counsel for cooperative participation. The proposal does not guarantee approval of the submittals or permits described in the body of the agreement. The Consultant can make no assurances with respect to Government and agency timetables, schedules or deadlines.

Survey & Mapping Services

The surveying fieldwork will be performed on a one-time basis. Any re-surveying costs shall be the responsibility of the Owner or Client, who in turn may seek to recover the costs from their contractor or subcontractors if applicable.

Venue

Any legal action arising out of the services relating to this contract shall be instituted exclusively in the appropriate court of jurisdiction in Collier County, Florida. The Consultant and Client agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

Ownership

All reports, plans, specifications, computer files, field data, notes and other documents prepared by the Consultant as instruments of service shall remain the property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto. This proposal is not transferable to a third party without the prior written consent from the Consultant.

Effort to Resolve Differences

It is agreed that before you may file a lawsuit for defective construction against a contractor, subcontractor, supplier, or design professional for an alleged failure of services, you will attempt to resolve the matter without filing a lawsuit. Sixty days before you file your lawsuit, you must deliver to the design professional a written notice of any conditions you allege are defective and provide your design professionals the opportunity to inspect the alleged defects and make an offer to repair or pay for the alleged defects. You are not obligated to accept any offer made by the design professionals.

Value Billing

For situations in which previously-developed work product is used as a primary source of a technician’s or engineer’s work product, a value will be applied to the previously-developed work product.

Exclusions

This Proposal does not include governmental permit application fees; habitat studies; subsequent mitigation and monitoring reports associated with environmental permits; conceptual site layout and/or design; services to determine the adequacy of the County, Parish, City or Municipality in which the project services are being provided; water and wastewater treatment plant design or drawings; required video inspection of gravity sewer lines; fire sprinkler system design; geotechnical services (required soil borings and roadway density tests); structural, mechanical or electrical engineering design; street lighting design; architectural services; title studies; certification to financial institutions, governmental agencies and the Client that are not related to the completion of facilities designed within the Scope of this Proposal; marketing; graphic arts services; or any services other than the above mentioned. Should additional services be required or requested beyond the Scope of the Proposal, the Work shall be billed on a Time and Material basis at the rates indicated on the attached Fee Schedule.

Legal Advice

Services set forth in this Proposal are based on the Work of Professional Engineers, Professional Geologist, Surveyors and Mappers, and other professional service experts and do not include the rendering of legal advice or opinion. Interpretations of laws, codes or regulations are wholly based on the best knowledge, information and belief of the Professional Engineer, Professional Geologist, Surveyor and Mapper, or other professional discipline rendered.

AutoCAD Drawings

Drawings from sources other than the Consultant are to be provided to the Consultant using digital engineering scale (decimal) and be properly referenced to the survey grid for ease of installation (insertion) into engineering control drawings and construction plans. Adjustments, analysis, or modifications to drawings provided by sources other than the Consultant in AutoCAD, if required to be formatted into an appropriate suitable dimension and scale, will be charged on a time and materials basis and are in addition to the fees provided in estimates.

ADA Accessibility

The Consultant cannot and does not warrant or guarantee that the Client's Project will comply with all possible interpretations of the accessibility requirements and / or the requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the Project; and the Consultant shall, accordingly, not have any liability to the Client in connection with same. The Consultant strongly advises the Client to obtain appropriate legal and financial counsel with respect to compliance with the appropriate disability access laws. The Client will determine the full extent of their obligations under the Americans with Disabilities Act.

Waiver of Consequential Damages

Any other provisions of this agreement to the contrary notwithstanding, and to the fullest extent permitted by law, except as expressly set forth in the section below entitled "Limitation of Liability", neither the Client nor the Consultant, shall be liable to the other, nor shall make any claim, for any incidental, indirect, resulting or consequential damages arising out of or connected in any way to this agreement or the work or project giving rise to this agreement. This mutual waiver of incidental, indirect, resulting and consequential damages shall include, but not necessarily be limited to, any and all claims for loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other form of incidental, indirect, resulting or consequential damages that either party may have incurred, regardless of whether or not any such party's cause of action is based upon contract, tort, statute or otherwise. Both the Client and the Consultant shall require similar waivers of incidental, indirect, resulting and consequential damages protecting all the entities and persons named herein in all contracts and subcontracts with others involved in this Project; provided, however, that the failure to require such waivers shall not in any way negate the full extent of the waiver expressed in this section as between the Client and the Consultant.

Delays

The Client agrees that the Consultant is not responsible for and the Client will not hold the Consultant responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this agreement, such causes include, but are not limited to, strikes or other labor disputes, severe weather disruptions or other natural disasters, fires, riots, threatened acts of terrorism, acts of terrorism, war or other emergencies or acts of God; failure of any governmental agency to act in a timely manner, or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in the schedule and compensation.

Severability

In the event that any provision of this agreement is found to be invalid or unenforceable for any reason (whether on its face or as applied), the same shall be deemed excised and such excision shall have no effect upon the remaining provisions hereof. It is the intent of the Client and the Consultant that this agreement be enforced to the fullest extent of the law.

Entire Agreement

This agreement represents the entire understanding between the Client and the Consultant in respect to this project and may only be modified by a written instrument signed by the Client and the Consultant. The failure of either the Client or the Consultant to require strict performance by the other shall not constitute a waiver of either's rights pursuant to this agreement, or to thereafter require strict performance by the other.

Limits of Liability

The Client and Consultant have discussed the risks associated with this project and the risks have been allocated such that the Client agrees to and will, to the fullest extent permitted by law, limit the liability of the Consultant to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any and all claims, causes, losses, costs, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed the maximum of the fees paid to the Consultant for the services rendered under this agreement. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability, breach of contract or breach of warranty.

FURTHER AS PART OF THIS ALLOCATION OF RISK AND LIMITATION OF LIABILITY AND PURSUANT TO FLORIDA STATUTE SECTION 558.0035 THE CLIENT AGREES AND WILL NOT HOLD INDIVIDUALLY LIABLE ANY DESIGN PROFESSIONAL EMPLOYEE OR DESIGN PROFESSIONAL AGENT OF THE CONSULTANT FOR ANY ECONOMIC DAMAGES, EXCEPT THOSE DAMAGES INVOLVING PERSONAL INJURIES OR THOSE TO PROPERTY NOT THE SUBJECT OF THIS AGREEMENT, THAT MAY RESULT FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THE PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT. It is the intent of Client and the Consultant that this allocation of risk and limitation of liability comply fully with Florida law in all respects. If any word, clause or provision of this Limitation of Liability section is determined not to be in compliance with Florida law, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect.



Engineers, Planners & Development Consultants

4301 Veronica Shoemaker Blvd. Fort Myers, FL
239.936.5222 | QAINC.net | f 239.936.7228

August 9, 2017

**Lennar Homes LLC
(Heritage Bay)**

10481 Ben C. Pratt-6 Mile Cypress Pkwy
Fort Myers, FL 33966

**RE: NO OBJECTION REQUEST – Utility Easement
Bellaire Bay Drive , Tract F, Heritage Bay Vistas Subdivision
Parcel #: 49660096143**

On behalf of our client United Land LLC, we are requesting a Letter of No Objection regarding the vacation of the existing Raw Water Well Easement dedicated to Collier County Utilities as shown on:

- 1.) Plat Book 50, Page 42 in the Official Records of Collier County, Florida.
- 2.) Attached Location & Aerial Exhibit

A proposed replacement easement will be recorded in the south-east corner of the subject parcel as shown on the attached Aerial & Location Map. The Collier County Public Utilities Department has approved the location of the replacement easement. Please find attached to this request a copy of the documents referenced above. Pending the receipt of your Letter of No Objection, we may move forward with the Collier County Easement Vacation process. If you have any questions, please do not hesitate to contact me.

Sincerely,

QUATTRONE & ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Michelle Salberg".

Michelle Salberg PE
Senior Engineer
Phone: (239) 936-5222
Email: Michelle@QAINC.net

Banks Engineering

Professional Engineers, Planners & Land Surveyors
 6001 SIX MILE CYPRESS PARKWAY - SUITE 101 FORT MYERS, FLORIDA 33908
 PHONE: (239) 939-5490 FAX: (239) 939-2523
 FLORIDA BUSINESS CERTIFICATE NUMBER LB 8890

HERITAGE BAY VISTAS SUBDIVISION

A SUBDIVISION LYING IN
 SECTION 23, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA
 BEING A REPLAT OF TRACT "E", "L-1" AND A PORTION OF TRACT "B-1"
 HERITAGE BAY COMMONS, AS RECORDED IN PLAT BOOK 43, PAGES 46 THROUGH 54
 PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

PLAT BOOK **50** PAGE **42**

SHEET 10 OF 10



MATCHLINE SHEET 5 OF 10
 MATCHLINE SHEET 10 OF 10

TRACT "P"
 (FUTURE DEVELOPMENT)

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
CT	1970.00'	07°50'14"	243.73'	243.57'	S 62°52'21" W
CP	830.00'	07°50'53"	148.94'	148.74'	S 01°10'54" W
CQ	270.00'	32°13'36"	151.89'	149.87'	S 71°24'50" W
CR	25.00'	7°35'36"	34.74'	31.78'	S 07°58'15" E
CS	580.00'	40°54'00"	271.20'	265.54'	N 69°53'00" W



TRACT "P"
 (FUTURE DEVELOPMENT)



TRACT "P"
 (FUTURE DEVELOPMENT)

N 90°00'00" W 1217.11'

BELLAIRE BAY DRIVE TRACT "R-1"
 (R.O.W., C.U.E., P.U.E., D.E.) (60' ROAD R.O.W.)
 HERITAGE BAY COMMONS (PLAT BOOK 43, PAGES 46-54)

TRACT "GC-1"
 (PLAT BOOK 43, PAGES 31-35)

- LEGEND:**
- P.G. - PAVE
 - P.B. - PLAT BOOK
 - E. - CENTERLINE
 - (R/R) - NON RADIAL
 - R.O.W. - RIGHT OF WAY
 - A.E. - ACCESS EASEMENT
 - P.O.B. - POINT OF BEGINNING
 - P.T. - POINT OF TANGENCY
 - D.E. - DRAINAGE EASEMENT
 - P.C. - POINT OF CURVATURE
 - ID# - IDENTIFICATION NUMBER
 - LN - INDICATES LOT NUMBER
 - P.I. - POINT OF INTERSECTION
 - O.R. - OFFICIAL RECORDS BOOK
 - F.P.A.L. - FLORIDA POWER & LIGHT
 - P.U.E. - PUBLIC UTILITY EASEMENT
 - C.U.E. - COUNTY UTILITY EASEMENT
 - R.L.S. - REGISTERED LAND SURVEYOR
 - P.D.E. - PRIMARY DRAINAGE EASEMENT
 - L.B.E. - LANDSCAPE BUFFER EASEMENT
 - LWS - INDICATES LINE 45 OF LINE TABLE
 - P.P.M. - PERMANENT REFERENCE MONUMENT
 - CI - INDICATES NO. 1 OF THE CURVE TABLE
 - L.M.A.E. - LAKE MAINTENANCE & ACCESS EASEMENT
 - ⊙ - INDICATES FOUND NAIL & DISC (POP LB-43)
 - ⊙ - INDICATES FOUND PERMANENT REFERENCE MONUMENT (P.R.M.), PARKER WALTON NAIL AND DISC STAMPED P.P.M. BANKS ENG. LB 6690.
 - ⊙ - INDICATES SET PERMANENT REFERENCE MONUMENT (P.P.M.), PARKER WALTON NAIL AND DISC STAMPED P.P.M. BANKS ENG. LB 6690.
 - - INDICATES BEGINNING OF CURVE OR ANGLE BREAK
 - - INDICATES FOUND PERMANENT REFERENCE MONUMENT (P.P.M.), 3/8" IRON ROD AND CAP STAMPED P.P.M. BANKS ENG. LB 6690 UNLESS OTHERWISE SHOWN.
 - - INDICATES SET PERMANENT REFERENCE MONUMENT (P.P.M.), 3/8" IRON ROD AND CAP STAMPED P.P.M. BANKS ENG. LB 6690 UNLESS OTHERWISE SHOWN.

- NOTES:**
1. ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
 2. ALL INTERNAL MONUMENTATION TO BE SET IN ACCORDANCE WITH F.S. SECTION 117.081.
 3. ALL LOT LINES SHOWN ARE RADIAL UNLESS SHOWN OTHERWISE.

NOTE: ALL ADJACENT EASEMENTS AND TRACTS, UNLESS OTHERWISE NOTED, ARE PART OF HERITAGE BAY COMMONS, PLAT BOOK 43, PAGE 48 THROUGH 54, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

THIS INSTRUMENT WAS PREPARED BY
 RICHARD M. RITZ, R.L.S. #4009
 BANKS ENGINEERING
 6001 SIX MILE CYPRESS PARKWAY, SUITE 101
 FORT MYERS, FLORIDA 33908
 PHONE: (239) 939-5490

PL20090001B4-1



DATE	
BY	
CHECKED	
DATE	

WATERCREST AT HERITAGE BAY
LOCATION MAP & AERIAL
 BELLAIRE BAY DRIVE
 COLLIER COUNTY

Q Quatrone & Associates, Inc.
 Engineers, Planners, & Development Consultants
 4701 Veronica Shorewater Blvd. • Fort Myers, Florida 33916 • 239.414.1022

NOVA & COMPANY
 160705-LOCATION.DWG
 SHEET
SD-02
 02 OF 12

160705-LOCATION.DWG

Heritage Bay Commons Association, Inc.

August 31, 2017

**RE: NO OBJECTION REQUEST – Utility Easement
Bellaire Bay Drive, Tract F, Heritage Bay Vistas Subdivision
Parcel #: 49660096143 (United Land LLC)**

TO: COLLIER COUNTY UTILITIES

Dear Sir or Madam,

Please allow this serve as *Letter of No Objection* regarding the vacation of the existing Raw Water Well Easement dedicated to Collier County Utilities as shown on:

- 1) Plat Book 50, Page 42 in the Official Records of Collier County, Florida.
- 2) Attached Location & Aerial Exhibit

A proposed replacement easement will be recorded by United Land, LLC in the south-east corner of the subject parcel as shown on the Location & Aerial Map. Collier County Public Utilities Department has approved the location of the replacement easement. Please find attached a copy of the documents provided to the association and referenced above.

Sincerely,



David Negip
President
Heritage Bay Commons Association, Inc.



Engineers, Planners & Development Consultants

4301 Veronica Shoemaker Blvd. Fort Myers, FL
239.936.5222 | QAINC.net | f 239.936.7228

August 9, 2017

**Lennar Homes LLC
(Heritage Bay)**

10481 Ben C. Pratt-6 Mile Cypress Pkwy
Fort Myers, FL 33966

**RE: NO OBJECTION REQUEST – Utility Easement
Bellaire Bay Drive , Tract F, Heritage Bay Vistas Subdivision
Parcel #: 49660096143**

On behalf of our client United Land LLC, we are requesting a Letter of No Objection regarding the vacation of the existing Raw Water Well Easement dedicated to Collier County Utilities as shown on:

- 1.) Plat Book 50, Page 42 in the Official Records of Collier County, Florida.
- 2.) Attached Location & Aerial Exhibit

A proposed replacement easement will be recorded in the south-east corner of the subject parcel as shown on the attached Aerial & Location Map. The Collier County Public Utilities Department has approved the location of the replacement easement. Please find attached to this request a copy of the documents referenced above. Pending the receipt of your Letter of No Objection, we may move forward with the Collier County Easement Vacation process. If you have any questions, please do not hesitate to contact me.

Sincerely,

QUATTRONE & ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Michelle Salberg".

Michelle Salberg PE
Senior Engineer
Phone: (239) 936-5222
Email: Michelle@QAINC.net

Banks Engineering

Professional Engineers, Planners & Land Surveyors
 6001 SIX MILE CYPRESS PARKWAY - SUITE 101 FORT MYERS, FLORIDA 33908
 PHONE: (239) 939-5490 FAX: (239) 939-2523
 FLORIDA BUSINESS CERTIFICATE NUMBER LB 8890

HERITAGE BAY VISTAS SUBDIVISION

A SUBDIVISION LYING IN
 SECTION 23, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA
 BEING A REPLAT OF TRACT "E", "L-1" AND A PORTION OF TRACT "B-1"
 HERITAGE BAY COMMONS, AS RECORDED IN PLAT BOOK 43, PAGES 46 THROUGH 54
 PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

PLAT BOOK **50** PAGE **42**
 SHEET 10 OF 10



GRAPHIC SCALE 1" = 30'

MATCHLINE SHEET 5 OF 10
 MATCHLINE SHEET 10 OF 10

TRACT "P"
 (FUTURE DEVELOPMENT)

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
CT	1920.00'	07°50'14"	243.73'	243.57'	S 62°52'21" W
C2	830.00'	07°50'53"	148.94'	148.74'	S 01°10'54" W
C3	270.00'	32°13'36"	151.88'	149.87'	S 71°24'50" W
C4	25.00'	7°35'36"	34.74'	31.78'	S 07°58'15" E
C5	580.00'	40°54'00"	271.20'	265.54'	N 69°53'00" W



TRACT "P"
 (FUTURE DEVELOPMENT)



TRACT "P"
 (FUTURE DEVELOPMENT)

N 90°00'00" W 1217.11'

BELLAIRE BAY DRIVE TRACT "R-1"
 (R.O.W., C.U.E., P.U.E., D.E.) (60' ROAD R.O.W.)
 HERITAGE BAY COMMONS (PLAT BOOK 43, PAGES 46-54)

TRACT "GC-1"
 (PLAT BOOK 43, PAGES 31-35)

LEGEND:

- P.G. - PAGE
- P.B. - PLAT BOOK
- E. - CENTERLINE
- (R.R.) - NON RADIAL
- R.O.W. - RIGHT OF WAY
- A.E. - ACCESS EASEMENT
- P.O.B. - POINT OF BEGINNING
- P.T. - POINT OF TANGENCY
- D.E. - DRAINAGE EASEMENT
- P.C. - POINT OF CURVATURE
- ID# - IDENTIFICATION NUMBER
- LN - INDICATES LOT NUMBER
- P.I. - POINT OF INTERSECTION
- O.R. - OFFICIAL RECORDS BOOK
- FP&L - FLORIDA POWER & LIGHT
- P.U.E. - PUBLIC UTILITY EASEMENT
- C.U.E. - COUNTY UTILITY EASEMENT
- R.L.S. - REGISTERED LAND SURVEYOR
- P.D.E. - PRIMARY DRAINAGE EASEMENT
- L.B.E. - LANDSCAPE BUFFER EASEMENT
- LWS - INDICATES LINE 45 OF LINE TABLE
- P.P.M. - PERMANENT REFERENCE MONUMENT
- CI - INDICATES NO. 1 OF THE CURVE TABLE
- L.M.A.E. - LAKE MAINTENANCE & ACCESS EASEMENT
- ⊙ - INDICATES FOUND NAIL & DISC (POP LB-43)
- ⊙ - INDICATES FOUND PERMANENT REFERENCE MONUMENT (P.R.M.), PARKER WALTON NAIL AND DISC STAMPED P.P.M. BANKS ENG. LB 6690.
- ⊙ - INDICATES SET PERMANENT REFERENCE MONUMENT (P.P.M.), PARKER WALTON NAIL AND DISC STAMPED P.P.M. BANKS ENG. LB 6690.
- ⊙ - INDICATES BEGINNING OF CURVE OR ANGLE BREAK
- ⊙ - INDICATES FOUND PERMANENT REFERENCE MONUMENT (P.P.M.), 3/8" IRON ROD AND CAP STAMPED P.P.M. BANKS ENG. LB 6690 UNLESS OTHERWISE SHOWN.
- ⊙ - INDICATES SET PERMANENT REFERENCE MONUMENT (P.P.M.), 3/8" IRON ROD AND CAP STAMPED P.P.M. BANKS ENG. LB 6690 UNLESS OTHERWISE SHOWN.

NOTES:

1. ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
2. ALL INTERNAL MONUMENTATION TO BE SET IN ACCORDANCE WITH F.S. SECTION 117.081.
3. ALL LOT LINES SHOWN ARE RADIAL UNLESS SHOWN OTHERWISE.

NOTE: ALL ADJACENT EASEMENTS AND TRACTS, UNLESS OTHERWISE NOTED, ARE PART OF HERITAGE BAY COMMONS, PLAT BOOK 43, PAGE 48 THROUGH 54, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

THIS INSTRUMENT WAS PREPARED BY
 RICHARD M. RITZ, R.L.S. #4009
 BANKS ENGINEERING
 6001 SIX MILE CYPRESS PARKWAY, SUITE 101
 FORT MYERS, FLORIDA 33908
 PHONE: (239) 939-5490

PL20090001B4-1

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WATERCREST AT HERITAGE BAY
LOCATION MAP & AERIAL
BELLAIRE BAY DRIVE
COLLIER COUNTY

Q Quatrone & Associates, Inc.
Surveyors, Planners, & Development Consultants
4901 Veronica Shoreline Blvd. • Fort Myers, Florida 33916 • 239.476.5222

160705-LOCATION.DWG