

Board of Supervisors

- ☐ John Picarelli, Chairperson
- ☐ Robert Signoretti, Vice Chairperson
- ☐ Chris Kluender, Assistant Secretary
- ☐ Kyle Molder, Assistant Secretary
- ☐ Jamie Childers, Assistant Secretary

- ☐ Jayna Cooper, District Manager
- ☐ Lindsay Moczynski, District Counsel
- ☐ Jerry Whited, District Engineer
- ☐ Justin Wright, Operations Manager

Wednesday, November 5, 2025 – 6:30 p.m.
Regular Meeting Agenda

Communications Media Technology Via Zoom:

<https://us02web.zoom.us/j/4527478885?pwd=SWJycEJVU1VjSmVvSWRVeDJlcWlrZz09&omn=87393916259>

Meeting ID: 452 747 8885 Passcode: 6DfetC
Call In #: 1-929-205-6099

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance/Moment of Silence for our Fallen Service Members and First Responders**
- 4. Additions or Corrections to the Agenda**
- 5. Audience Comments (Comments will be limited to three minutes.)**
- 6. District Manager Report**
- 7. District Engineer Report**
 - A. Cost of 6th lane for Lap pool
 - B. Road repair in Covina Key
- 8. District Counsel Report**
 - A. Update from Andy Cohens office on DRVC case
- 9. Consent Agenda**
 - A. Consideration of Resolution 2026-02; Request for qualification for construction manager..... Page 3
- 10. Government/Community Updates**
 - A. Community Representative Update
 - i. Update on off duty Pasco County Sheriff Officer
 - B. Event Planning Coordinator
 - i. Next Event Update
- 11. Architectural Review Discussion Items**
- 12. Non-Staff Reports**
- 13. Operations Manager Report**
 - A. Update on playground upgrade
- 14. Approval/Disapproval/Discussion**
- 15. Audience Comments (Comments will be limited to three minutes.)**
- 16. Supervisor Comments**
- 17. Adjournment**

Management

Inframark Management Services
11555 Heron Bay, Suite 204
Coral Springs, Florida 33076
(954)-603-0055

Meeting Location

Meadow Pointe II Clubhouse
30051 County Line Road
Wesley Chapel, FL 33543
(813)-991-5016

Board Workshop
Agenda Items for Board Discussion
(No Motions/ Votes Accepted. Board Discussions Only)

- 1. Call to Order**
- 2. Items for Discussion**
 - A.** Discussion of Supervisor's questions on bond projects and their budgets
- 3. Adjournment**

The next CDD Meeting is scheduled for Wednesday, November 19, 2025, at 6:30 p.m.



KILINSKI | VAN WYK

MEMORANDUM

To: Board of Supervisors
From: District Counsel
Date: November 5, 2025
Subject: Construction Manager at Risk Overview for Community Center and Maintenance Facility

Introduction

The purpose of this memorandum is to provide an overview of the Construction Manager at Risk ("CMAR") procurement method and its advantages for vertical building construction projects. This information is intended to assist the Board in understanding how a CMAR approach can benefit the Meadow Pointe II Community Development District ("District") for the Community Center and Maintenance Facility project by managing the construction phase, assisting in delivering the project on time, within budget, and to the required quality standards.

The CMAR approach offers several significant advantages for vertical building construction projects. A CMAR can assist in navigating the complexities of a construction project by:

- 1) Early Involvement and Planning: Developing a comprehensive construction plan, including a detailed schedule and budget for approval by the District, with the advantage of providing input during the design phase to identify potential cost savings and constructability issues before construction begins;
- 2) Expert Consultation: Providing professional advice and consultation to the District during the design and planning phases of the project, which can result in more efficient designs and reduced change orders;
- 3) Cost Certainty: Managing all aspects of the construction process with a Guaranteed Maximum Price ("GMP"), ensuring that the project is completed on time and within budget, and in accordance with all applicable laws and regulations, thereby providing the District with financial predictability and protection against cost overruns;
- 4) Quality Control: Coordinating the work of all subcontractors and ensuring that all work is performed to the highest standards of quality and safety through comprehensive oversight and management; and
- 5) Transparent Communication: Communicating regularly with the District, providing updates on project progress and any issues that arise, which promotes accountability and allows for timely decision-making.

In a CMAR procurement structure, the CMAR works alongside an “Owner's Representative” (also known as the District’s Representative), who acts as the liaison between the District and the CMAR. The Owner's Representative assists by ensuring the project aligns with the District’s goals and interests, providing oversight throughout the project's life cycle, which includes facilitating effective communications between the District and the CMAR in between and after meetings of the Board, and monitoring the CMAR's performance to ensure adherence to the project timeline, budget, and quality standards.

CMAR Procurement Process

When a district chooses to use the CMAR procurement method for a vertical building construction project, the engagement process typically includes the following steps:

1. **Development of Selection Criteria:** The District develops and publishes selection criteria that are clear, objective, and relevant to the project's requirements. These criteria may include, but are not limited to, the CMAR's experience, financial stability, project management capabilities, and previous performance on similar projects. For vertical building construction projects, these criteria are particularly important to ensure the selected CMAR has relevant experience with similar building types and complexity.

2. **Issuance of Request for Qualification (RFQ):** The District issues an RFQ that outlines the project scope, selection criteria, submission requirements, and timeline. The RFQ will provide detailed information to prospective CMARs about the project and the expectations of the District. The issuance of the RFQ package marks the formal commencement of the procurement process.

3. **Proposal Submission:** Interested CMARs submit their proposals in accordance with the RFQ's instructions. Proposals must address all requirements and selection criteria outlined in the RFQ. This competitive process helps ensure the District receives qualified proposals from experienced construction managers.

4. **Evaluation of Proposals:** The district evaluates all received proposals based on the published selection criteria. This evaluation may include presentations and further clarifications from the proposing CMARs. The qualifications-based selection process is an advantage of the CMAR method, as it allows the district to select based on expertise and capability rather than lowest price alone.

5. **Selection and Negotiation:** The district selects the most qualified CMAR based on the evaluation process. Upon selection, the district and the selected CMAR enter into negotiations to finalize the terms of engagement, including the Guaranteed Maximum Price (GMP) and other contractual obligations. An advantage of the CMAR method is that the GMP is negotiated after the CMAR has been selected based on qualifications, allowing for collaborative discussion of costs and scope rather than being locked into a bid price before the construction manager's expertise can be fully utilized. The district makes its final selection of the CMAR and notifies the selected CMAR accordingly. The district and the selected CMAR typically enter into contract negotiations immediately following the selection notification, with the aim of executing a binding agreement within thirty (30) days thereafter.

6. **Contract Execution:** Following successful negotiations, the district and the selected CMAR execute a contract that formalizes their engagement and outlines the roles, responsibilities, and expectations of both parties. The CMAR then posts the payment and performance bonds, which protect the district's financial interests, and the project commences.

Conclusion and Proposed Timeline

The CMAR procurement method offers significant advantages for vertical building construction projects, including early contractor involvement, cost certainty through a Guaranteed Maximum Price, qualifications-based selection, collaborative problem-solving during design and construction, and enhanced quality control. This approach can be particularly beneficial for complex projects like community centers and maintenance facilities where early input from construction professionals can result in better designs, fewer change orders, and more predictable outcomes.

We hope that this memorandum assists the Board in understanding the CMAR process and its potential advantages for the District's vertical construction projects. We appreciate the opportunity to serve the District and remain available to address any questions or concerns you may have regarding this procurement method.

Should the Board decide to proceed with a CMAR procurement for a vertical building construction project, a sample timeline might include the following milestones:

- November 5 – Board approves the RFQ procurement solicitation
- November 17 week – CMAR advertisement is run
- 1st Week of December – Pre-proposal conference is held
- January 9 – RFQ responses are due and opened
- January 21 – RFQ Award Meeting

RESOLUTION 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING A REQUEST FOR QUALIFICATION FOR CONSTRUCTION MANAGER AT RISK SERVICES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Meadow Pointe II Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* (“**Act**”); and

WHEREAS, the Act authorizes the District to construct, acquire, operate and maintain certain public improvements; and

WHEREAS, the District’s Board of Supervisors (“**Board**”) hereby finds that it is in the District’s best interests to competitively solicit proposals through a Request for Qualifications (“**RFQ**”) process for construction manager at risk services for the construction of various components of the District’s Community Center and Maintenance Facility and other related improvements within the District (“**Project**”); and

WHEREAS, the Board desires to authorize the distribution and issuance of the RFQ for the Project, and desires to approve the RFQ Notice, Instructions to Proposers, and Evaluation Criteria to be included therein in substantially the form attached hereto as **Composite Exhibit A**; and

WHEREAS, the Board desires to authorize the Chairman or Vice Chairman, in consultation with District staff, to effectuate any further revisions to the Project Manual, including the documents attached as **Composite Exhibit A** to this Resolution, as is in the best interests of the District; provided, however, that any changes to the evaluation criteria shall require Board approval.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. All of the representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. The Board hereby approves the distribution and issuance of the RFQ for the Project, and approves in substantial form the RFQ Notice, Instructions to Proposers, and Evaluation Criteria as attached hereto as **Composite Exhibit A**, which documents may be subject to further review and revision by District staff, as finally approved by the District’s Chairman or Vice Chairman. The Board further authorizes the Chairman or Vice Chairman, in consultation with District staff, to finalize the RFQ Project Manual and authorizes issuance of the publication of the RFQ Notice as finally approved.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 5th day of November 2025.

ATTEST:

MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT

Secretary

Chairman, Board of Supervisors

Composite Exhibit A:

Notice of Request for Qualifications
Instructions to Proposers
Evaluation Criteria

COMPOSITE EXHIBIT A

NOTICE OF REQUEST FOR QUALIFICATIONS MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT CONSTRUCTION MANAGER AT RISK SERVICES FOR DISTRICT IMPROVEMENT PROJECT

Pasco County, Florida

The Meadow Pointe II Community Development District (“**District**”) is soliciting qualifications from companies (“**Respondent(s)**” or “**Proposer(s)**”) interested in providing Construction Manager at Risk Services for the construction of various components of the District’s Community Center and Maintenance Facility, which may include, but not be limited to: site work and construction of a community center building and maintenance facilities, along with appurtenant facilities, such as parking lots, sidewalks, pathways, and trails (collectively, “**District Improvement Project**”).

The District may, in its discretion, solicit proposals for phased portions of the District Improvement Project with a separate guaranteed maximum price (“**GMP**”) for each portion, or one GMP for the whole District Improvement Project. The GMP(s) will be negotiated between the District and the successful Proposer at a later date. The firm selected to provide Construction Manager at Risk (“**CMAR**”) services will provide support to the District related to design and preconstruction services and function as the General Contractor responsible for competitively bidding trade contracts, all scheduling and coordination of the Project, and the successful, timely, and economical completion of the District Improvement Project, as more particularly described in the Request for Qualifications Package (“**RFQ**”).

To be eligible to submit qualification documents (“**Response**” or “**Proposal**”), and in addition to any other requirements set forth in the RFQ, an interested firm must: (i) hold all required local, state and federal licenses in good standing, including certification or registration under Florida Statutes, Chapter 489, as a general contractor and, as may be applicable, underground contractor; (ii) be authorized to do business in Pasco County and the State of Florida; (iii) have adequate and available resources (including bonding capacity) to enter into a CMAR contract with a GMP in the range of \$1,000,000 to \$2,000,000 as evidenced by a letter of surety; and (iv) attend a mandatory Pre-Proposal Conference. Additionally, the District will consider whether the Proposer has provided and successfully completed collaborative delivery (design build, CMAR, progressive design build) projects of similar size, use and complexity within the past ten years as of the due date; provided, however, this criteria will be a factor in considering an award but will not prohibit a Respondent from submitting a Response.

The RFQ will be available beginning on _____, 202____, at ____ a.m./p.m. (EST). Please contact the **District Manager, Jayna Cooper**, at **jayna.cooper@inframark.com** for access instructions. Respondents must provide contact information in order to receive the RFQ. The District reserves the right in its sole discretion to make changes to the RFQ up to seventy-two (72) hours before the time of the opening, and will provide notice of such changes to all Respondents who have downloaded an RFQ and to whom the District has provided contact information. There will be a mandatory pre-proposal meeting associated with this RFQ. All interested companies must attend the pre-proposal meeting. The meeting may be held in person or telephonically. Those planning to attend by teleconference shall follow the instructions in the RFQ. The Pre-Proposal Conference will be held on **[Preproposal date]** at **[Preproposal time]** at **[Preproposal location]** or by Teams Meeting, which link will be provided to those companies that downloaded an RFQ package.

Each firm desiring to submit a response to the RFQ must submit an electronic copy of the firm’s Response in PDF format on a flash drive, along with one hardcopy original, no later than **[Due Date]** at the following address: **Inframark, LLC, 2005 Pan Am Circle, Suite 300, Tampa, FL 33607, Attn: Jayna Cooper**

(813) 873-7300; Email: jayna.cooper@inframark.com (“**Submission Location**”). A District representative will conduct a special public meeting on [DATE] at [TIME] at the District Clubhouse, 30051 County Line Road, Wesley Chapel, Florida 33543, to open the Responses and read the names of the Respondents. No official action will be taken at the meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law including but not limited to Chapter 190, Florida Statutes. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Manager at least three (3) business days before the meeting by contacting the District Manager’s Office at (813) 873-7300. 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 Manager.

Responses will be evaluated in accordance with the evaluation methodology included in the RFQ and is a qualification-based selection as presented in the RFQ. The District reserves the right to reject any and all responses, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the District Improvement Projects in phases through alternative procurement methods, waive minor or technical irregularities in any proposal, negotiate with one or more proposers, and cancel or reissue the RFQ, as it deems appropriate, if it determines in its sole discretion that it is in the District’s best interests to do so.

Any protest of the specifications, terms, or conditions contained in the RFQ must be filed in writing with the District Manager, Inframark LLC, at the following location: Inframark, LLC, 2005 Pan Am Circle, Suite 300, Tampa, FL 33607, Attn: Jayna Cooper (813) 873-7300; Email: jayna.cooper@inframark.com (“**District Manager’s Office**”) within seventy-two (72) hours of download of the RFQ, together with a protest bond in a form acceptable to the District and in the amount of Ten Thousand Dollars (\$10,000.00). Any protest of the District’s intended decision or award must be filed within seventy-two (72) hours of the posting of the notice of intended decision or award. 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, with any remainder to be returned to the protestor. Failure to timely file a protest will result in a waiver of proceedings under Chapter 190, Florida Statutes, and other law. Additional requirements for filing a protest can be found in the District’s *Rules of Procedure*, which are available upon request.

The successful respondent will be required upon the successful negotiation of a contract to furnish a payment and performance bond in the amount of one hundred percent (100%) of the contract price, as described in the contract documents and with a surety authorized to do business in Florida, rated A- or better by A.M. Best, and acceptable to the District, in accordance with Section 255.05, *Florida Statutes*.

Any and all questions relative to this RFQ or the Project shall be directed in writing by e-mail only to Paul Palmer at ppalmer@reparch.com, Jerry Whited at jwhited@bdiengineers.com, and Jayna Cooper at jayna.cooper@inframark.com with e-mail copies to Jennifer Kilinski at jennifer@cddlwyers.com and Lindsay Moczynski at lindsay@cddlwyers.com. No phone inquiries please.

District Manager

INSTRUCTIONS TO PROPOSERS
MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT
CONSTRUCTION MANAGER AT RISK SERVICES FOR DISTRICT IMPROVEMENT
PROJECT

I. INTRODUCTION

A. **General Information.** The Meadow Pointe II Community Development District (“**District**”) is soliciting qualifications documents, as set forth in more detail herein (“**Response(s)**” or “**Proposal(s)**”), from qualified respondents (“**Respondent(s)**” or “**Proposer(s)**”) for construction manager at risk services for the construction of the District’s Community Center and Maintenance Facility Projects, including but not limited to stormwater management systems, roadway improvements, waste water, sewer and reuse systems, underground street light utilities, as well as construction of open-air pavilions, clubhouse and other public facilities, and appurtenant facilities, such as parking lots, sidewalks, pathways, and trails (collectively, “**District Improvement Project**”). The District Improvement Project is presently contemplated to include public improvements necessary for development of communal meeting and maintenance facilities, along with appurtenant facilities, as shown in the Concept Plans/Designs and Specifications, which are an exhibit to this RFQ. It is anticipated that one Respondent will be chosen to manage and oversee the construction of the District Improvement Project.

B. **Proposed Agreement.** The services for the District Improvement Project will be contracted under a single entity known as a Construction Manager at Risk (“**CMAR**”). The proposed CMAR Agreement (“**Agreement**” or “**Contract**”) is attached as **Exhibit A - Sample Contract and Exhibit B - Sample General Terms and Conditions** and will be finalized through negotiations as set forth herein. The initial scope of work for each project under the Agreement shall consist of providing the specified pre-construction phase services on a fixed-price, lump-sum basis.

C. **GMP.** The Agreement shall be amended to include construction phase services generally requiring the CMAR to deliver the completed project following negotiation of a mutually acceptable guaranteed maximum price (“**GMP**”) and completion deadlines for the construction phase work. The GMP will be negotiated between the parties at a later date. The CMAR’s fee is anticipated to be a percentage of the cost of the District Improvement Project (“**Fee**”) and such percentage, or percentages if using a sliding scale, must be provided in response to the RFQ. The Fee shall include the profit, overhead, main office personnel and expenses as described in the CMAR Agreement. The District reserves the right to negotiate the percentage(s) of the CMAR fees and to establish a cap on such fees in its sole discretion. The Agreement may, in the District’s discretion, consist of multiple GMPs for phasing of the District Improvement Project. The first subphase will be the Design/Pre-Construction Services, wherein the CMAR will be paid a lump sum fee as an integral part of the project team. Design/Pre-Construction Services expected from the CMAR are described in the Agreement. As construction drawings progress and the Design/Pre-Construction Services near completion, the CMAR will be expected to provide a GMP and Performance and Payment Bonds in the amount for the construction phase(s), as described herein.

If the GMP is accepted by the District, the CMAR shall become the single point of responsibility for the performance of construction of the Work. If the District and the CMAR are unable to negotiate a mutually acceptable GMP in good faith within the time periods specified in this RFQ or as otherwise agreed in writing, the District shall not be obligated to amend the Agreement to include construction phase services for that portion of the District Improvement Project and may elect to complete the design and advertise the District Improvement Project for competitive bids or pursue alternative procurement methods. The District's determination that the parties are unable to reach agreement shall be final and not subject to dispute. Please note that any final contract(s) for the Project shall be subject to appropriations and funding. Funding is reasonably expected to be in place and available from the proceeds of tax-exempt bonds issued by the District, among other sources.

D. Duties. The selected CMAR may function as a General Contractor responsible for competitively bidding trade contracts, all scheduling and coordination of the District Improvement Project, and the successful, timely, and economical completion of the District Improvement Project. The selected CMAR will provide preconstruction services and enter into a contract with the District for such services. The preconstruction services are described in more detail in the Agreement. The selected CMAR will provide construction services and will be responsible to the District for constructing the District Improvement Project pursuant to a contractually guaranteed maximum price with a guaranteed completion date. Those portions of the Work (as defined in the Agreement) that the CMAR does not customarily perform with the CMAR's own personnel may be performed under subcontracts or by other appropriate agreements with the CMAR. Unless otherwise permitted by the District, the CMAR must solicit, and use commercially reasonable efforts to obtain, at least three competitive bids from subcontractors and material/equipment suppliers when subcontracting, and shall determine, with the advice of the District, which bids to accept. Any use of CMAR's personnel and equipment shall be pre-approved in writing by the District, and the District shall have the right in its sole discretion to require the CMAR to subcontract for all such work and/or obtain competitive bids for all portions of the Work anticipated to be performed for that phase. A draft form of Contract for the pre-construction and construction services is attached, or will be subsequently supplemented, to this RFQ; however, the Contract terms are subject to negotiation, and the District expressly reserves the right to make changes to the Contract form.

E. Schedule. The following is the anticipated scheduled calendar of events with important dates and times. Dates are subject to change by direction of the District, at its sole discretion. If the District determines that it is necessary to change these dates/times prior to the RFQ due date, the change will be announced via an addendum.

Action:	Date:
RFQ Released	
Mandatory Pre-Proposal Conference	
Cut-off date for Questions by Respondents	
Proposal Due Date and Time and Public Opening	
Public Evaluation Meeting	

Initial Negotiation Meeting (Draft Scope Due) - CMAR	Within fourteen days of Notice of Ranking, or as may be extended by the District
Final Scope and Fee Agreement - CMAR	Within fourteen days of Initial Negotiation Meeting, or as may be extended by the District
Approval by the District's Board of Supervisors – GMP No. 1 (subject to change based on timeline)	Expected by the _____ District Board of Supervisors Meeting, or earlier (no later than _____, or as may be extended by the District)
Contract Executed/Bonds Posted	Within Ten Days of Approval by District Board of Supervisors

II. INSTRUCTIONS TO RESPONDENTS

1. Respondents shall submit their Response to this RFQ in a sealed envelope, including all of the following forms: (i) in an electronic “PDF” formatted copy on a flash drive, and (ii) in hard copies, including one original (clearly marked). Responses must be received no later than **[Time Due] on [Due Date] (“Submittal Date”)**, to the attention of the **“Jayna Cooper”** [or Jerry]:

Meadow Pointe II Community Development District
 Attn: Jayna Cooper, District Manager
 Inframark, LLC,
 2005 Pan Am Circle, Suite 300,
 Tampa, FL 33607,
 Email: jayna.cooper@inframark.com

2. Respondents must indicate, as appropriate, on their Response envelope the following:

- Construction Manager at Risk Services – Meadow Pointe II CDD
- Date of Submittal
- Name of Respondent
- Return Address of Respondent

3. The time and date for receipt of Responses will be strictly observed. The Respondent shall assume full responsibility for timely delivery at the above-designated location for receipt of Responses. The District Manager, or its representative, shall serve as the official authority to determine timeliness of the Response. Responses received after the specified time and date shall be returned unopened.

4. Questions concerning this RFQ must be directed by e-mail only to District Manager, Jayna Cooper, at jayna.cooper@inframark.com, with e-mail copies to Jennifer Kilinski, jennifer@cddlattorneys.com, no later than **: a/p.m., _____, 202__ (EST)**. No questions will be accepted verbally, either by phone or in person. All questions received by the above deadline may be aggregated into a single document. Answers to all questions, if any, will be returned via email to all Respondents who have downloaded an RFQ on or before _____,

202 , at : a.m./p.m. (EST). No answers will be mailed. The timeline for the RFQ is as set forth in this RFQ package.

5. No oral interpretation of this RFQ shall be considered binding. The District will be bound by information and statements only when such statements are written and executed under the authority of the District. Any interpretation, clarification, correction, or change to this RFQ will be made only by addendum. Written instructions regarding discrepancies, omissions, or unclear intent will be sent to all Respondents who have received the RFQ from the District. Interpretations, corrections, or changes made in any other manner will not be binding, and Respondents shall not rely upon such interpretations, corrections, or changes.

6. Prior to submission of its Response, each Respondent shall ascertain that it has received all addenda issued. The Respondent shall acknowledge receipt of all addenda by completing the acknowledgment space provided on the Affidavit Regarding Response.

III. TERMS AND CONDITIONS

1. **REJECTION OF RESPONSES.** The District reserves the right to reject any and all Responses, and/or to re-advertise, to waive any irregularities, informalities, or technicalities therein, to negotiate the Contract terms with the successful Respondent, to disregard all non-conforming, non-responsive, unbalanced or conditional Responses, or to accept any Response which in the District's sole judgment will best serve the District's interests.

2. **RIGHT TO CANCEL.** The District reserves the right to cancel the award of any Agreement at any time before the execution of the Agreement by all parties without any liability against the District. In consideration of the District's evaluation of submitted Responses, the Respondent, by submitting its Response, expressly waives any claim to damages of any kind whatsoever, in the event the District exercises its rights provided for in this subsection or otherwise.

3. **REQUESTS FOR CLARIFICATION.** The District reserves the right to request clarification on information submitted from one or more Respondents after the deadline for receipt of Responses.

4. **PERMISSIVE INTERPRETATION.** The only mandatory requirements contained within this RFQ are that an interested firm must: (i) hold all required local, state and federal licenses in good standing, including certification or registration under Florida Statutes, Chapter 489, Part I, as a certified general contractor and certified underground utility and excavation contractor; (ii) be authorized to do business in Pasco County and the State of Florida; and (iii) have adequate and available resources (including bonding capacity) to enter into a CMAR contract with a guaranteed maximum price (GMP) in the range of \$1,000,000 to \$2,000,000 as evidenced by a letter of surety meeting the requirements set forth in Section IV.3(b) of this RFQ. Additionally, the District will consider whether the Respondent has completed collaborative delivery (design build, CMAR, progressive design build) projects of similar size, use and complexity within the past ten years as of the due date; however, this criterion will be a factor in considering an award but will not prohibit an interested firm from responding. All of the requirements or provisions set forth in

the RFQ shall be deemed “permissive,” in that a Respondent’s failure to meet any requirement described in mandatory terms such as “shall,” “will,” “mandatory,” or similar language does not automatically disqualify the Respondent’s Response, but instead may be taken into account in the evaluation and scoring of the Response.

5. **COSTS OF PREPARATION.** Costs of preparation of a Response are solely those of the Respondent and the District assumes no responsibility for any such costs incurred by the Respondent.

6. **NOT A CONTRACT.** The Respondent understands that the RFQ does not constitute an agreement or contract with the District, and no contract rights or remedies shall be deemed to have accrued to Respondent herewith.

7. **DISQUALIFICATION.** Any Respondent who submits in its Response any information that is determined by the District, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration. Failure of any Respondent to comply with this RFQ may render the Respondent non-responsive and ineligible from further consideration.

8. **NO SOLICITATION.** Each Respondent warrants that they have not employed or retained any company or person to solicit or secure this RFQ where the Respondent has agreed to pay a fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this RFQ.

9. **APPROVALS.** All Respondents shall hold all required local, state and federal licenses, registrations and approvals necessary to perform the work contemplated by this RFQ in good standing and be authorized to conduct business in Pasco County and the State of Florida.

10. **NO CONFLICTS.** The Respondent does hereby declare that it is the only person or persons interested in said Response; that it is a genuine Response not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; that it is made without any connection with any person submitting another Response for the same RFQ; that the Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham Response; that the Response is in all respects fair and without collusion, fraud, or mental reservations and that Respondent has not sought by collusion to obtain for itself any advantage over any other Respondent or over the District.

11. **LOBBYING; CONE OF SILENCE.**

- a) Respondents are advised that the Respondent or anyone representing the Respondent is prohibited from communicating with any of District’s Board of Supervisors or staff regarding its Response (i.e., a “**Cone of Silence**”).

- b) The Cone of Silence is in effect from the date of issuance of the RFQ and terminates at the date/time that the District selects a Respondent, rejects all Responses, or otherwise takes action which ends the solicitation process.
- c) The exceptions to the Cone of Silence specifically include communications expressly authorized under this RFQ; contract negotiations during any public meeting; contract negotiations between any staff member of the District and the intended awardee; public presentations made to the District; or any written correspondence at any time with any employee unless specifically prohibited by the applicable competitive solicitation process.

12. **BOND AND INSURANCE REQUIREMENTS**

- a) Within ten (10) calendar days of the District and the selected Respondent executing the Agreement and establishing a guaranteed maximum price or lump sum price, the CMAR shall furnish to the District a payment bond and performance bond as required by Section 255.05, Florida Statutes, in the amount of one hundred percent (100%) of the contract price on forms provided by the District and complying with Florida law. The CMAR shall be responsible for recording the payment bond and performance bond with the Clerk of the Circuit Court in Pasco County, Florida, as required by Section 255.05(1), Florida Statutes.
- b) The Surety Company shall be authorized to do business in the State of Florida and shall be currently listed on the United States Department of Treasury's Listing of Approved Sureties (Department Circular 570) with an underwriting limitation equal to or greater than the contract amount.
- c) The CMAR shall require the attorney-in-fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney.
- d) If CMAR obtains payment or performance bonds from any subcontractor, the District shall be named as an additional obligee on such bonds.
- e) Insurance Requirements - Prior to commencing any work under the Agreement, the CMAR shall furnish to the District certificates of insurance evidencing the existence of current, valid, and binding insurance policies meeting the minimum coverage limits and requirements specified in the Agreement, including but not limited to commercial general liability, automobile liability, workers' compensation, and builder's risk insurance as applicable. The certificates shall include a declaration of deductible amounts applicable to each type of insurance provided and shall name the District as an additional insured where required by the Agreement. All insurance shall be provided by insurers authorized to do business in Florida with a Best's rating of at least A-VII or equivalent.

13. **FAMILIARITY WITH THE LAW.** By submitting a Response, the Respondent is representing that it is familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work to be performed pursuant to this RFQ. Ignorance on the part of the Respondent will in no way relieve it from responsibility to perform in compliance with all such laws, ordinances and regulations.

14. **FINANCIALS.** The Respondent should include as part of its Response proof of financial capability, including but not limited to audited or reviewed financial statements from the last three (3) years, bank references, and a letter from a surety company confirming bonding capacity. The District reserves the right to request additional financial documentation during contract negotiations as required in the sole discretion of the District.

15. **SIGNATURE ON RESPONSE.** In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Respondent must correctly sign the Affidavit Regarding Responses. If the Respondent is a corporation, the Response should bear the seal of the corporation. Anyone signing the Response as agent shall file with the Response legal evidence of his or her authority to do so.

16. **DISTRICT'S RIGHT TO TAKE ACTIONS IN ITS BEST INTERESTS.** The District reserves the right to reject any and all Responses, make modifications to the work, award the Contract in whole or in part with or without cause, provide for the delivery of the District Improvement Project and waive minor or technical irregularities in any Response, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so.

17. **INDEMNIFICATION.** The Respondent shall fully indemnify, defend and hold harmless the District, and its supervisors, officers, employees, staff, attorneys, engineers, architects, consultants, contractors, agents and representatives (together, "**Indemnitees**") from and against any and all claims, liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees and costs of defense, arising out of, resulting from, or in connection with the CMAR's performance of work under the Agreement, but only to the extent caused by the negligent acts, errors, omissions, recklessness, or intentional misconduct of the CMAR or anyone employed or utilized by the CMAR in the performance of the Agreement, as more fully set forth in the Agreement that forms part of this RFQ.

18. **LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.

19. **PUBLIC RECORDS.** The District is a governmental entity subject to Chapter 119, *Florida Statutes* (the "Public Records Law"). Accordingly, the Responses will be publicly opened as stated herein and will become public records subject to disclosure under Florida law. Florida law recognizes certain exemptions from public records disclosure. For example, financial statements submitted as part of a response to a request for qualifications for a construction manager at risk for a public construction project may be exempt from disclosure pursuant to Section 119.071(1)(c), *Florida Statutes*. In the event that the Respondent believes that any particular portion of the Respondent's Response is exempt from disclosure under Florida law, the Respondent

shall: (a) clearly segregate and mark the exempt pages as “CONFIDENTIAL – EXEMPT FROM DISCLOSURE PURSUANT TO SECTION [INSERT SPECIFIC STATUTORY CITATION]”; (b) provide a brief written explanation of the legal basis for the claimed exemption; and (c) be responsible for defending the claimed exemption in any legal proceeding. The District will notify the Respondent of any public records request relating to materials claimed as exempt. If the Respondent fails to take legal action to prevent disclosure within the time period provided by Florida law (typically seven (7) business days from notice), the District will release the requested records. The Respondent shall indemnify, defend and hold harmless the Indemnitees from all claims, liabilities, damages, losses and costs, including reasonable attorneys' fees and costs, arising from or relating to the Respondent's claim that materials are exempt from disclosure or any challenge to such claim.

20. **ADDITIONAL CONDITIONS.**

- a) **E-Verify.** The successful Respondent must comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the Respondent must register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the successful Respondent has knowingly violated Section 448.095, *Florida Statutes*. By entering into the Agreement, the Respondent will represent that no public employer has terminated a contract with the Respondent under Section 448.095(5)(c), *Florida Statutes*, within the past year.
- b) **Foreign Influence.** By submitting a Response, the Respondent agrees to comply with the provisions of Section 286.101, *Florida Statutes*, regarding disclosures of any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Respondent affirms that, except as may be otherwise disclosed or excluded from disclosure under Section 286.101, *Florida Statutes*, Respondent has no such interest in, contract with, or grant or gift from a foreign country of concern as defined in Section 286.101, *Florida Statutes*.
- c) **Public Entity Crimes.** By submitting a Response, the Respondent agrees to comply with the provisions of Section 287.133, *Florida Statutes*, and affirms that neither the Respondent, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of Respondent, nor any affiliate of Respondent has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- d) **Scrutinized Companies Statement.** By submitting a Response, the Respondent agrees to comply with the provisions of Section 287.135, *Florida Statutes*, and affirms that neither the Respondent, nor any of its officers, directors, executives, partners,

shareholders, members, or agents, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*.

- e) **Anti-Human Trafficking Requirement.** By submitting a Response, the Respondent certifies that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Contractor agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*.

IV. RESPONSE SUBMITTAL REQUIREMENTS

1. The contents of the Response submitted by the successful Respondent will become part of the contractual obligations.

2. It shall be understood that it is the intent of the District to insist that those indicated as a part of the CMAR's team actually execute the District Improvement Projects and that the Project Manager for the CMAR be continually involved with the District Improvement Projects during the design, engineering, pre-construction and construction phases unless agreed to the contrary in writing by the District, or their employment with CMAR is terminated.

3. **Respondents must provide the following required information and forms with their Responses.** Failure to submit and completely fill out any or all of the required forms may result in the rejection of the Response or deductions in scoring.

- a) The Proposer's fee as a percentage of the Work in the Construction Phase. The Fee will include the profit, overhead, main office personnel and expenses as described in the CMAR Agreement.
- b) Letter of intent from a Surety Company indicating the Respondent's bonding capacity for the District Improvement Project. The Surety shall acknowledge that the Respondent can be bonded for projects with a potential construction cost of up to \$2,000,000.00. The Surety Company shall be currently listed with the United States Treasury.
- c) Affidavit Regarding Response
- d) Sworn Statement on Public Entity Crimes
- e) Sworn Statement regarding Scrutinized Companies
- f) Anti-Human Trafficking Affidavit
- g) Trench Safety Affidavit

h) Response Form

i) Related Experience: A detailed list of the projects that best illustrate the experience of the Respondent and staff which will be assigned to the District Improvement Projects. List up to ten projects which were completed within the last ten years. Provide a secondary list of all projects in Florida which exceed One Million Dollars (\$1,000,000.00) in cost and which were started in the last five (5) years. Provide the following information for each project listed in both lists:

- i. Name and location of the project
- ii. The nature of the Respondent's responsibility on this project including project delivery method.
- iii. Provide the name, address, phone number, and e-mail address of an Owner's representative and Engineer or Architect's representative, as applicable, who can be contacted to provide a reference.
- iv. Size of project (dollar value & acreage or single-family homesites of project)
- v. Construction cost
- vi. Present status of the project; date project was completed or is anticipated to be completed
- vii. Key professionals involved on listed project who would be assigned to the District Improvement Project

j) Pre-Construction Services Staff: Includes management, technical and support staff. Provide a project organizational chart. Give a brief résumé of key persons to be assigned to the District Improvement Project including, but not limited to:

- i. Name and title
- ii. Current project assignments, including percentage of time dedicated to each project that may overlap with the District Improvement Project
- iii. How many years with this firm? Other firms?
- iv. Experience: Types of projects, size of projects (dollar value & acreage or single-family homesites of project), and job assignment
- v. Education and registrations
- vi. Other experience and qualifications that are relevant to the District Improvement Project
- vii. Present office location

k) Construction Services Staff: Provide an organizational chart and résumés of the key on-site staff which may be assigned to the District Improvement Project including, but not limited to:

- i. Name and title
- ii. Current project assignments, including percentage of time dedicated to each project that may overlap with the District Improvement Project
- iii. How many years with this firm? Other firms?

- iv. Experience: Types of projects, size of projects (dollar value & acreage or single-family homesites of project), and job assignment
 - v. Education and registrations
 - vi. Other experience and qualifications that are relevant to the District Improvement Project
- l) Project Management Services: Describe the capabilities of your firm to provide the technical services required for: design reviews, budget estimating, value engineering, constructability analysis, construction scheduling, quality control (design and construction), cost control, claims management, and project close-out.
 - m) Location of Offices: Provide address of each office from which staff may be assigned to the District Improvement Projects and list total number of employees by job function.
 - n) Claims and Litigation History: List all claims, arbitrations, administrative hearings, lawsuits, or criminal proceedings brought by or against the Respondent during the last five (5) years. The list shall include the name of the District Improvement Projects over which the dispute arose, a description of the amount in dispute, and the subject matter of the dispute.

V. **SELECTION PROCESS**

1. The purpose of the rating procedures is to equitably judge the Responses to the RFQ, which is a qualifications-based process. Each Response will be scored and evaluated by the District's Board of Supervisors, which shall be the entity responsible for reviewing and ranking the qualifications of all Responses ("**Evaluation Committee**").

2. During the selection process, the Evaluation Committee will meet at a publicly noticed meeting (the "**Evaluation Meeting**"). All Respondents who submitted a Response will be given notice of the Evaluation Meeting, except as provided in subsection (2) below where the Evaluation Committee evaluates Responses without Respondent input. At the Evaluation Meeting, the Evaluation Committee may, in its sole discretion: 1) choose to have discussions with and hear presentations from all the Respondents and then make a final decision regarding its rankings; 2) choose to evaluate the Responses and make a final decision regarding its rankings without any input from the Respondents, in which case Respondents will not be given advance notice of the Evaluation Meeting but will be notified of the meeting results in accordance with Florida public records requirements; 3) choose to make an initial ranking of all Respondents without any input from the Respondents and create a short list of no fewer than three Respondents; or 4) choose to take such other actions as are consistent with applicable Florida procurement law and the Consultants' Competitive Negotiation Act (CCNA), Florida Statutes § 287.055. Should the Evaluation Committee choose to create a short list, it will then conduct discussions and hear presentations from only the short-listed Respondents. The evaluation of the short-listed Respondents will be based on the same evaluation criteria and categories included in the RFQ. The Evaluation Committee reserves the right, based on the discussions and presentations, to adjust the short-listed Respondents' scores within each evaluation category, and such adjustments shall be

documented with specific reference to information learned during discussions and presentations that was not evident in the written Response.

3. The Evaluation Committee shall score each Category, as defined below, based on the qualifications and information submitted. When the scores awarded for all Categories are totaled, the scores will be tabulated and added to achieve the total points awarded to each Respondent (“**Total Points**”). The Total Points awarded to each Respondent will be ranked 1, 2, 3, 4, etc. with the highest point total ranked 1, the next highest points total ranked 2, etc. The ranking of each Respondent will be tabulated from each Evaluation Committee Member and combined with rankings from other Evaluation Committee Members to determine the final ranking for each Respondent. The methodology for combining individual Committee member scores and rankings shall be disclosed to Respondents prior to the evaluation.

4. In evaluating the qualifications for the District Improvement Project, the District will consider the Respondents’ qualifications related to the CMAR services. One qualification will include the proposed fee structure, along with several other factors as set forth in the evaluation criteria. If the District and the highest ranked Respondent are unable to negotiate a satisfactory Contract within a reasonable time period (not to exceed 30 days unless extended by mutual written agreement), the District will formally terminate negotiations with that Respondent in writing and will then undertake negotiations with the next highest ranked Respondent, continuing this process in rank order until a contract is successfully negotiated or all ranked Respondents are exhausted. The District will award the contract to the highest-ranking qualified Respondent that successfully completes Contract negotiations with the District (“**Award**”). Notice of the District's decision or intended decision shall be provided in accordance with Florida Statutes §120.57(3), and any person adversely affected by the decision shall have the right to file a protest in accordance with the District's protest procedures and applicable law. Any contrary indications notwithstanding, the District reserves the right to reject all Responses if the District determines in good faith that rejection is in the best interest of the District, and the District will document the reasons for such rejection in accordance with Florida public records requirements.

5. It is always in the best interest of the Respondent to provide informative, concise, well-organized technical and business information related to the Work, in both the initial submittal of its Proposal and in any subsequent submittals. **Please note, the District reserves the right to reject Responses that request material changes or take exceptions to material contractual terms and conditions specified herein.** The District may, in its sole discretion, consider requested clarifications or minor modifications that do not materially alter the scope or requirements. Material changes to contractual terms and conditions can only be made by the District through a formal addendum issued to all potential Respondents prior to the Response deadline.

EVALUATION CRITERIA
MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT
CONSTRUCTION MANAGER AT RISK SERVICES FOR DISTRICT IMPROVEMENT
PROJECT

The “**Scoring Criteria**” is made up of the categories below (“**Category(ies)**”) that collectively represent a grand total point value of one hundred (100) points, as described herein. The points indicated below as “**Points Possible**” are the maximum that can be allocated for each category. The point value shall be the basis of reviewing and ranking the Responses. The District may elect to conduct discussions with and require public presentations by the most qualified firms for the District Improvement Project as determined by the Evaluation Committee. If presentations are conducted, up to twenty-five (25) additional points may be awarded based on the presentations and discussions, for a total possible score of up to 125 points. The criteria for awarding these additional points will be based on the same evaluation categories set forth herein, with emphasis on the Respondent's demonstrated understanding of the project, proposed approach, and ability to answer Committee questions.

<u>EVALUATION CATEGORIES - CMAR</u>	<u>POINTS POSSIBLE</u>
• Related Experience	25
• Pre-Construction Services Staff	15
• Construction Services Staff	25
• Willingness/Ability to Meet Time and Budget Requirements	10
• Recent, Current and Projected Workloads	5
• Fee as a Percentage of Work	20
 GRAND TOTAL OF POINTS	 100 POINTS (+25 additional possible points per above)

SCORING CRITERIA

<u>CATEGORY 1: Experience and Qualifications</u>	25 Points
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Scoring Criteria: Respondent’s experience with similar projects in design, type, scope, and complexity; the successful completion of such comparable projects for special districts; experience in bringing innovative and creative input to previous projects, including constructing facilities similar to those contemplated by the District Improvement Project and in retaining qualified subcontractors in competitive markets; the recommendations of previous Owners and Engineers; litigation history; Respondent’s experience with and knowledge of local conditions, such as local codes and ordinances, local subcontractors, local suppliers, and the local construction environment generally; and, based on all of Respondent’s related experience, Respondent’s plan for performing the District Improvement Project, including its method to competitively bid the subcontracts and establish a guaranteed maximum price or lump sum price as well as cost reporting methods.

CATEGORY 2: Pre-Construction Services Staff

15 Points

Scoring Criteria: The general and specified project-related capabilities of the Respondent's staff (including office, management, technical, and support staff) and the organization's adequate resources and abilities that staff may utilize as needed; and the experience of Respondent's staff with construction, CDD or special district projects, and similar projects.

CATEGORY 3: Construction Services Staff

25 Points

Scoring Criteria: Respondent's Project Manager for the District Improvement Project and other key construction services staff to be assigned to the District Improvement Project (altogether, "**Construction Services Staff**"); the functions and proposed roles of the Construction Services Staff; the abilities and experience of the Construction Services Staff, with specific attention given to project-related experience of construction for a special district and the knowledge and experience in evaluating building systems and construction techniques to create an optimum value in the design and budget requirements; the history and ability of the Respondent and the Construction Services Staff to deliver projects using effective management tools and techniques; and Respondent's scheduling system and cost control system, including method for assuring the adherence of Construction Services Staff and subcontractors to schedule.

CATEGORY 4: Willingness/Ability to Meet Time/Budget Requirements

10 Points

Scoring Criteria: Respondent's demonstrated commitment, desire, willingness and ability to meet time and budget requirements including rates, staffing levels and past performance on previous projects, etc.

CATEGORY 5: Recent, Current and Projected Workloads

5 Points

Scoring Criteria: Respondent's recent, current and projected workloads.

CATEGORY 6: Fee as a Percentage of Work

20 Points

Scoring Criteria: The fee as a percentage of Work proposed as part of the CMAR Response and the Respondent's demonstrated approach and commitment to pursuing cost savings opportunities, including strategies for addressing supply chain challenges and other potential project disruptions. Scoring will be based on both the competitiveness of the proposed fee percentage and the quality and feasibility of the Respondent's cost management approach.