



Rizzetta & Company

DW BAYVIEW Community Development District

Board of Supervisors' Meeting

July 17, 2026

**District Office:
2700 S. Falkenburg Road, Suite 2745
Riverview, Florida 33578
813.533.2950**

www.dwbayviewcdd.org

DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT

District Board of Supervisors	Darryl Steiner Lindsay Holt Denis Pals Paul Sterbenz Tom Sheffrey	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Rachel Welborn	Rizzetta & Company, Inc.
District Attorney	Kate John	Kutak Rock
Interim District Engineer	Trent Stephenson	LevelUp Consulting, LLC

All cellular phones and pagers must be turned off during the meeting.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at 813-533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT
District Office · Riverview, Florida · (813) 533-2950
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

**Board of Supervisors
DW Bayview Community
Development District**

July 10, 2026

FINAL AGENDA

Dear Board Members:

The Public Hearing and regular meetings of the Board of Supervisors of the DW Bayview Community Development District will be held on **Friday, July 17, 2026, at 10:00 a.m.** at the Driftwood Clubhouse located at 8810 Barrier Coast Trail, Parrish, FL 34219.

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. STAFF REPORTS**
 - A.** Aquatic Maintenance Report..... Tab 1
 - i. Consideration of Pond 28 Fountain Repair..... USC
 - B.** District Counsel
 - C.** Interim Engineer
 - D.** District Manager
 - i. Presentation of District Manager's Report Tab 2
 - ii. Review of Project Tracker..... Tab 3
 - iii. Presentation of 2nd Quarter Website Compliance Report..... Tab 4
- 4. BUSINESS ITEMS**
 - A.** Public Hearing for Fiscal Year 2026-2027 Final Budget
 - i. Consideration of Resolution 2026-12; Approving
Fiscal Year 2026-2027 Final Budget Tab 5
 - B.** Public Hearing for Fiscal Year 2026-2027 Levying Fiscal Year
2026-2027 O&M Assessments
 - i. Consideration of Resolution 2026-13; Levying
Fiscal Year 2026-2027 O&M Assessments Tab 6
 - C.** Consideration of Resolution 2026-14; Approving Fiscal Year
2026-2027 Meeting Schedule Tab 7
 - D.** Consideration of Resolution 2026-11; Setting Public Hearing for
Revised Rules of Procedure Tab 8
 - E.** Consideration of Engineering Services Proposals Tab 9
- 5. BUSINESS ADMINISTRATION**
 - A.** Consideration of the Minutes of the Board of Supervisors' Meeting
held on June 19, 2026..... Tab 10
 - B.** Consideration of Operation & Maintenance Expenditures for
May 2026 Tab 11
- 6. SUPERVISOR REQUEST**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 533-2950.

Sincerely,

Rachel Welborn

Rachel Welborn
District Manager

Tab 1



MONTHLY REPORT

JULY, 2026



DW BAYVIEW CDD

8816 SKY SAIL CVOVE
PARRISH, FL 34219
37 PONDS
30 WETLAND BUFFERS



SUMMARY:

The hardest days of summer are here. Water temperatures are extremely high through the next 3 months and Algae blooms will be treated and aggressively prevented. Dissolved oxygen levels are very low. Treatments will be done more strategically to prevent oxygen loss and inspections will be more frequent this time of year to help stay ahead of these blooms.



Pond #9 Treated for Algae and Shoreline Vegetation.



Pond #11 Treated for Algae and Shoreline Vegetation.



Pond #8 Treated for Shoreline Vegetation.



Pond #14 Treated for Algae and Shoreline Vegetation.



Pond #10 Treated for Algae and Shoreline Vegetation.



Pond # Treated for Algae and Shoreline Vegetation.



Pond #28A Treated for Shoreline Vegetation.



Pond # Treated for Algae and Shoreline Vegetation.



Pond #15 Treated for Algae and Shoreline Vegetation.



Pond #30 Treated for Algae and Shoreline Vegetation.



Pond #28B Treated for Shoreline Vegetation.



Pond #31 Treated for Shoreline Vegetation.



Pond #38 Treated for Hyfrilla and Shoreline Vegetation.



Pond #34 Treated for Shoreline Vegetation.



Pond #36 Treated for Algae and Shoreline Vegetation.

Tab 2



Rizzetta & Company

District Manager's Report

July 17

2026

D
W

B
A
Y
V
I
E
W

C
D
D

UPCOMING DATES TO REMEMBER

- **Next Meeting:** July 17, 2026
- **Landowner Election:** November 2026

FINANCIAL SUMMARY

5/31/2026

General Fund Cash & Investment
Balance:

\$193,348

Debt Service Fund Cash &
Investment Balance:

\$680,492

**Total Cash and Investment
Balances:**

\$873,840

General Fund Expense Variance:

\$183,883

Under Budget

Tab 3

DW Bayview CDD Project Tracker

Handled By	Resident/Address	Project/Issue	Resolution - Status	Entry Date	Completion Date	Status
Darryl	Linda Horne	Ponds	Pond 38 Erosion work. Sitex to return to install and pin sod. Darryl will advise DM when complete	3/27/26		Complete
DM	N/A	Engineer RFQ	District Engineer Request for Qualifications. Advertised and will be presented at July meeting.	5/15/26		Pending
DM	N/A	No Fishing Signs	Order 12 No Fishing signs from Smart Signs once District Credit Card is obtained.	6/19/26		Pending
DC	N/A	Public Decorum Resolution	Kate to draft resolution if needed.	6/19/26		Pending
Sitex	N/A	Pond Fountain	Proposal for fountain in 28A	6/19/26		Pending

Tab 4



Quarterly Compliance Audit Report

DW Bayview

Date: June 2026 - 2nd Quarter

Prepared for: Matthew Huber

Developer: Rizzetta

Insurance agency:



Preparer:

Jason Morgan - *Campus Suite Compliance*

ADA Website Accessibility and Florida F.S. 189.069 Requirements

Table of Contents

Compliance Audit

Overview	2
<i>Compliance Criteria</i>	2
<i>ADA Accessibility</i>	2
Florida Statute Compliance	3
Audit Process	3

Audit results

ADA Website Accessibility Requirements	4
Florida F.S. 189.069 Requirements	5

Helpful information:

Accessibility overview	6
ADA Compliance Categories	7
Web Accessibility Glossary	11

Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



ADA Website Accessibility

Result: **PASSED**

Accessibility Grading Criteria

Passed	Description
Passed	Website errors* 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	Keyboard navigation The ability to navigate website without using a mouse
Passed	Website accessibility policy A published policy and a vehicle to submit issues and resolve issues
Passed	Color contrast Colors provide enough contrast between elements
Passed	Video captioning Closed-captioning and detailed descriptions
Passed	PDF accessibility Formatting PDFs including embedded images and non-text elements
Passed	Site map Alternate methods of navigating the website

*Errors represent less than 5% of the page count are considered passing

**Error reporting details are available in your Campus Suite Website Accessibility dashboard



Florida F.S. 189.069 Requirements

Result: **PASSED**

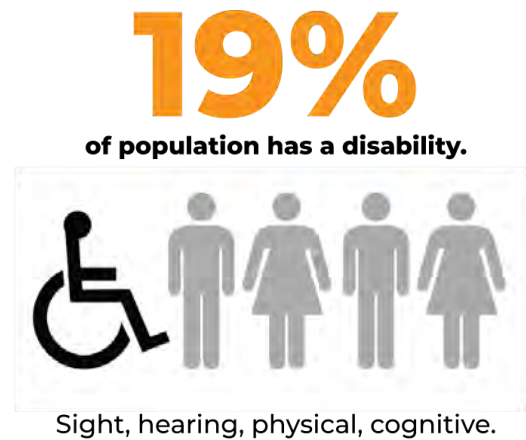
Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
N/A	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next

Accessibility overview

Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

Contract checker: <http://webaim.org/resources/contrastchecker>



Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

Helpful article: <http://webaim.org/techniques/alttext>



Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a

website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

Helpful article: www.nngroup.com/articles/keyboard-accessibility

Helpful article: <http://webaim.org/techniques/skipnav>



Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

Helpful article: <http://webaim.org/techniques/sitetools/>



Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

Helpful article: <http://webaim.org/techniques/tables/data>



Making PDFs accessible

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is

one thing; converting old PDFs – called PDF remediation – takes time.

Helpful articles: <http://webaim.org/techniques/acrobat/acrobat>



Making videos accessible

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

Helpful article: <http://webaim.org/techniques/captions>



Making forms accessible

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

Helpful article: <http://webaim.org/techniques/forms>



Alternate versions

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



Feedback for users

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is

key for both any confirmation or error feedback that occurs while engaging the page.



Other related requirements

No flashing

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

Timers

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

Fly-out menus

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

No pop-ups

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that
----------------------	--

	enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web

Tab 5



Rizzetta & Company

DW Bayview Community Development District

www.dwbayviewcdd.org

Approved Proposed Budget for Fiscal Year 2026/2027

Table of Contents

	<u>Page</u>
General Fund Budget for Fiscal Year 2026/2027	3
Debt Service Fund Budget for Fiscal Year 2026/2027	5
Assessments Charts for Fiscal Year 2026/2027	6
General Fund Budget Account Category Descriptions	8
Debt Service Fund Budget Account Category Descriptions	13



Rizzetta & Company

Proposed Budget DW Bayview Community Development District General Fund Fiscal Year 2026/2027								Comments	
Chart of Accounts Classification		Actual YTD through 03/31/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026		
1									
2	ASSESSMENT REVENUES								
3									
4	Special Assessments								
5	Tax Roll	\$ 406,324	\$ 406,324	\$ 406,324	\$ -	\$ 487,688	\$ 81,364		
6									
7	Assessment Revenue Subtotal	\$ 406,324	\$ 406,324	\$ 406,324	\$ -	\$ 487,688	\$ 81,364		
8									
9	OTHER REVENUES								
10	Interest	\$ 113		\$ -					
11	Contributions & Donations from Private Sources								
12	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
13									
14	Other Revenue Subtotal	\$ 113	\$ -	\$ -	\$ -	\$ -	\$ -		
15									
16	TOTAL REVENUES	\$ 406,437	\$ 406,324	\$ 406,324	\$ -	\$ 487,688	\$ 81,364		
17									
18	EXPENDITURES - ADMINISTRATIVE								
19									
20	Legislative								
21	Supervisor Fees	\$ 1,400	\$ 2,800	\$ 12,000	\$ 9,200	\$ 13,000	\$ 1,000		
22	Financial & Administrative								
23	Accounting Services	\$ 10,460	\$ 20,920	\$ 20,920	\$ -	\$ 21,966	\$ 1,046		
24	Administrative Services	\$ 2,643	\$ 5,286	\$ 5,286	\$ -	\$ 5,550	\$ 264		
25	Arbitrage Rebate Calculation	\$ 400	\$ 400	\$ 900	\$ 500	\$ 800	\$ (100)	\$450 per bond issuance	
26	Assessment Roll	\$ 5,736	\$ 5,736	\$ 5,736	\$ -	\$ 6,023	\$ 287	Economic Impact Increase	
27	Auditing Services	\$ -	\$ -	\$ 5,100	\$ 5,100	\$ 5,100	\$ -	Per Grau's contract	
28	Disclosure Report	\$ 3,750	\$ 7,500	\$ 6,000	\$ (1,500)	\$ 6,000	\$ -		
29	District Engineer	\$ 1,599	\$ 3,198	\$ 15,000	\$ 11,802	\$ 15,000	\$ -	New DE at turnover	
30	District Management	\$ 12,198	\$ 24,396	\$ 24,995	\$ 599	\$ 25,615	\$ 620		
31	Dues, Licenses & Fees	\$ 175	\$ 350	\$ 175	\$ (175)	\$ 175	\$ -	Annual Florida Commerce Administrative Fee	
32	Financial & Revenue Collections	\$ 2,086	\$ 4,172	\$ 4,173	\$ 1	\$ 4,200	\$ 27		
33	Legal Advertising	\$ 256	\$ 512	\$ 1,500	\$ 988	\$ 900	\$ (600)		
34	Miscellaneous Mailings		\$ -	\$ 1,000	\$ 1,000	\$ 2,000	\$ 1,000		
35	Public Officials Liability Insurance	\$ 2,913	\$ 2,913	\$ 3,000	\$ 87	\$ 3,000	\$ -	EGIS estimate	

Proposed Budget DW Bayview Community Development District General Fund Fiscal Year 2026/2027								Comments	
Chart of Accounts Classification		Actual YTD through 03/31/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026		
36	Trustees Fees	\$ 7,000	\$ 7,000	\$ 8,000	\$ 1,000	\$ 7,000	\$ (1,000)		
37	Website Hosting, Maintenance, Backup (and Email)	\$ 2,138	\$ 4,276	\$ 2,800	\$ (1,476)	\$ 2,858	\$ 58	Innersync - \$1538 plus RTS \$1320	
38	Legal Counsel								
39	District Counsel	\$ 9,716	\$ 19,432	\$ 28,000	\$ 8,568	\$ 26,000	\$ (2,000)		
40									
41	Administrative Subtotal	\$ 62,470	\$ 108,891	\$ 144,585	\$ 35,694	\$ 145,187	\$ 602		
42									
43	EXPENDITURES - FIELD OPERATIONS								
44									
45	Stormwater Control								
46	Aquatic Maintenance (Contract)	\$ 38,168	\$ 76,336	\$ 130,000	\$ 53,664	\$ 57,450	\$ (72,550)	New vendor	
	Aquatic Maintenance Miscellaneous Fees	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ 15,000		
	Pond Midge Fly Treatment	\$ -	\$ -	\$ -	\$ -	\$ 75,320	\$ 75,320		
	Preserve Maintenance Contract	\$ -	\$ -	\$ -	\$ -	\$ 22,075	\$ 22,075		
	Preserve Maintenance Miscellaneous Fees	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000		
47	Other Physical Environment								
48	General Liability Insurance	\$ 3,559	\$ 3,559	\$ 4,575	\$ 1,016	\$ 3,335	\$ (1,240)	EGIS estimate	
49	Landscape Maintenance (Pond Mowing)	\$ 41,950	\$ 83,900	\$ 90,000	\$ 6,100	\$ 89,000	\$ (1,000)	\$2,852/monthly pond mowing + 6%	
	Landscape Maintenance Other	\$ -	\$ -	\$ -	\$ -	\$ 6,100	\$ 6,100		
50	Parks & Recreation								
51	Fountain Repairs	\$ 4,431	\$ 8,862	\$ 11,000	\$ 2,138	\$ 5,000	\$ (6,000)	BOS requested revisions	
	Fountain Maintenance Contract					\$ 5,560	\$ 5,560		
52	Maintenance & Repairs	\$ -	\$ -	\$ 7,000	\$ 7,000	\$ 7,000	\$ -		
	Property Insurance					\$ 811	\$ 811		
	Workers Comp Insurance					\$ 850	\$ 850		
53	Miscellaneous Contingency	\$ 2,500	\$ 5,000	\$ 15,000	\$ 10,000	\$ 45,000	\$ 30,000		
54									
55	Field Operations Subtotal	\$ 90,608	\$ 177,657	\$ 257,575	\$ 79,918	\$ 342,501	\$ 84,926		
56									
57	TOTAL EXPENDITURES	\$ 153,078	\$ 286,548	\$ 402,160	\$ 115,612	\$ 487,688	\$ 85,528		
58									
59	EXCESS OF REVENUES OVER EXPENDITURES	\$ 253,359	\$ 119,776	\$ 4,164	\$ 115,612	\$ -	\$ (4,164)		

DW Bayview Community Development District Debt Service Fiscal Year 2026/2027			
Chart of Accounts Classification	Series 2021	Series 2022	Budget for 2026/2027
REVENUES			
Special Assessments			
Net Special Assessments ⁽¹⁾	\$447,033.07	\$451,102.16	\$898,135.23
TOTAL REVENUES	\$447,033.07	\$451,102.16	\$898,135.23
EXPENDITURES			
Administrative			
Debt Service Obligation	\$447,033.07	\$451,102.16	\$898,135.23
Administrative Subtotal	\$447,033.07	\$451,102.16	\$898,135.23
TOTAL EXPENDITURES	\$447,033.07	\$451,102.16	\$898,135.23
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00	\$0.00

Manatee County Collection Costs (3%) and Early Payment Discounts (4%):

7.0%

GROSS ASSESSMENTS

\$965,111.73

Notes:

Tax Roll Collection Costs for Manatee County are 7.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

⁽¹⁾ Maximum Annual Debt Service.

DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2026/2027 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

2026/2027 O&M Budget:		\$487,688.00	2025/2026 O&M Budget:	\$402,160.00
Collection Costs:	3%	\$15,731.87	2026/2027 O&M Budget:	\$487,688.00
Early Payment Discounts:	4%	\$20,975.83		
2026/2027 Total:		\$524,395.70	Total Difference:	\$85,528.00

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Breakdown		Proposed Increase / Decrease	
		2025/2026	2026/2027	\$	%
Phase 1 & 2					
Villa 38'	Series 2021 Debt Service	\$792.38	\$792.38	\$0.00	0.00%
	Operations/Maintenance	\$455.19	\$552.00	\$96.81	21.27%
	Total	\$1,247.57	\$1,344.38	\$96.81	7.76%
Single Family 40'	Series 2021 Debt Service	\$834.08	\$834.08	\$0.00	0.00%
	Operations/Maintenance	\$455.19	\$552.00	\$96.81	21.27%
	Total	\$1,289.27	\$1,386.08	\$96.81	7.51%
Single Family 50'	Series 2021 Debt Service	\$1,042.60	\$1,042.60	\$0.00	0.00%
	Operations/Maintenance	\$455.19	\$552.00	\$96.81	21.27%
	Total	\$1,497.79	\$1,594.60	\$96.81	6.46%
Single Family 64'	Series 2021 Debt Service	\$1,334.53	\$1,334.53	\$0.00	0.00%
	Operations/Maintenance	\$455.19	\$552.00	\$96.81	21.27%
	Total	\$1,789.72	\$1,886.53	\$96.81	5.41%
Phase 3 & 4					
Villa 38'	Series 2022 Debt Service	\$791.21	\$791.21	\$0.00	0.00%
	Operations/Maintenance	\$455.19	\$552.00	\$96.81	21.27%
	Total	\$1,246.40	\$1,343.21	\$96.81	7.77%
Single Family 40'	Series 2022 Debt Service	\$832.86	\$832.86	\$0.00	0.00%
	Operations/Maintenance	\$455.19	\$552.00	\$96.81	21.27%
	Total	\$1,288.05	\$1,384.86	\$96.81	7.52%
Single Family 50'	Series 2022 Debt Service	\$1,041.07	\$1,041.07	\$0.00	0.00%
	Operations/Maintenance	\$455.19	\$552.00	\$96.81	21.27%
	Total	\$1,496.26	\$1,593.07	\$96.81	6.47%
Single Family 64'	Series 2022 Debt Service	\$1,332.57	\$1,332.57	\$0.00	0.00%
	Operations/Maintenance	\$455.19	\$552.00	\$96.81	21.27%
	Total	\$1,787.76	\$1,884.57	\$96.81	5.42%

DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2026/2027 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$487,688.00
COLLECTION COSTS @	3.0%	\$15,731.87
EARLY PAYMENT DISCOUNT @	4.0%	\$20,975.83
TOTAL O&M ASSESSMENT		\$524,395.70

UNITS ASSESSED				ALLOCATION OF O&M ASSESSMENT				PER LOT ANNUAL ASSESSMENT			
LOT SIZE	O&M	SERIES 2021 DEBT SERVICE ⁽¹⁾	SERIES 2022 DEBT SERVICE ⁽²⁾	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET	O&M	SERIES 2021 DEBT SERVICE ⁽³⁾	SERIES 2022 DEBT SERVICE ⁽⁴⁾	TOTAL ⁽⁵⁾
<i>Phase 1 & 2</i>											
Villa 38'	60	60	0	1.00	60.00	6.32%	\$33,119.73	\$552.00	\$792.38	\$0.00	\$1,344.38
Single Family 40'	121	121	0	1.00	121.00	12.74%	\$66,791.45	\$552.00	\$834.08	\$0.00	\$1,386.08
Single Family 50'	207	206	0	1.00	207.00	21.79%	\$114,263.06	\$552.00	\$1,042.60	\$0.00	\$1,594.60
Single Family 64'	88	88	0	1.00	88.00	9.26%	\$48,575.60	\$552.00	\$1,334.53	\$0.00	\$1,886.53
<i>Phase 3 & 4</i>											
Villa 38'	56	0	56	1.00	56.00	5.89%	\$30,911.75	\$552.00	\$0.00	\$791.21	\$1,343.21
Single Family 40'	114	0	114	1.00	114.00	12.00%	\$62,927.48	\$552.00	\$0.00	\$832.86	\$1,384.86
Single Family 50'	201	0	201	1.00	201.00	21.16%	\$110,951.09	\$552.00	\$0.00	\$1,041.07	\$1,593.07
Single Family 64'	103	0	102	1.00	103.00	10.84%	\$56,855.53	\$552.00	\$0.00	\$1,332.57	\$1,884.57
Total Community	950	475	473		950.00	100.00%	\$524,395.70				

LESS: Manatee County Collection Costs (3%) and Early Payment Discounts (4%): (\$36,707.70)

Net Revenue to be Collected \$487,688.00

⁽¹⁾ Reflects the number of total lots with Series 2021 debt outstanding.

⁽²⁾ Reflects the number of total lots with Series 2022 debt outstanding.

⁽³⁾ Annual debt service assessment per lot adopted in connection with the Series 2021 bond issue. Annual assessment includes principal, interest, Pasco County collection costs and early payment discounts.

⁽⁴⁾ Annual debt service assessment per lot adopted in connection with the Series 2022 bond issue. Annual assessment includes principal, interest, Pasco County collection costs and early payment discounts.

⁽⁵⁾ Annual assessment that will appear on November 2026 Manatee County property tax bill for platted lots. Amount shown includes all applicable county collection costs and early payment discounts (up to 4% if paid early).

GENERAL FUND BUDGET

ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Event Rental: The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

Facilities Rentals: The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles, and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for the management and administration of the District's day-to-day needs. These services include the conducting of board meetings, workshops, the overall administration of District functions, all required state, and local filings, preparation of the annual budget, purchasing, risk management, preparing various resolutions, and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to prepare, maintain and certify the assessment roll(s) and annually levy a non-ad Valorem assessment for operating and debt service expenses.

Financial Consulting & Revenue Collections: Financial consulting services including investment administration of the District's bank and trust accounts, ongoing banking analyses, and related consulting services to support prudent cash management in compliance with applicable statutory requirements. The firm also provides comprehensive billing, collection, and reporting of District assessments to fund debt service and operations, including direct billings, funding requests, owner inquiries, collection agent fees, and lien releases upon full repayment of bond obligations..

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Street Lights: The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Field Services: The District may contract for field management services to provide landscape maintenance oversight.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Employees - Salaries: The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Facility Supplies: The District may have facilities that required various supplies to operate.

Telephone, Fax, Internet: The District may incur telephone, fax and internet expenses related to the recreational facilities.

Office Supplies: The District may have an office in its facilities which require various office related supplies.

Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Pool Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

Security System Monitoring & Maintenance: The District may wish to install a security system for the clubhouse



Rizzetta & Company

Clubhouse Miscellaneous Expense: Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expense related to any facilities such as tennis, basketball etc.

Special Events: Expenses related to functions such as holiday events for the public enjoyment

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

RESERVE FUND BUDGET **ACCOUNT CATEGORY DESCRIPTION**

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.



Rizzetta & Company

EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.



Rizzetta & Company

RESOLUTION 2026-12
[FY 2027 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**FY 2027**"), the District Manager prepared and submitted to the Board of Supervisors ("**Board**") of the DW Bayview Community Development District ("**District**") prior to June 15, 2026, proposed budget(s) ("**Proposed Budget**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local general-purpose government(s) having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing on the Proposed Budget and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website in accordance with Section 189.016, *Florida Statutes*; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year.

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

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the DW Bayview Community Development District for the Fiscal Year Ending September 30, 2027."

- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Chapter 189, *Florida Statutes*, and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2027, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2027 or within 60 days following the end of the FY 2027 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Chapter 189, *Florida Statutes*, and remain on the website for at least two (2) years.

SECTION 4. APPROVAL OF PRIOR ACTIONS. The actions of the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and all District Staff in finalizing the Adopted Budget, including preparing the Proposed Budget and setting, noticing, and all other actions required for the public hearing on the Proposed Budget, are hereby ratified, approved, and confirmed in all respects.

SECTION 5. SEVERABILITY; EFFECTIVE DATE. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED THIS 17TH DAY OF JULY 2026.

ATTEST:

**DW BAYVIEW COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2027 Budget

Tab 6

RESOLUTION 2026-13
[FY 2027 ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2027 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the DW Bayview Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District, located in Manatee County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**FY 2027**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District and, regardless of the imposition method utilized by the District, under Florida law the District may collect such assessments by direct bill, tax roll, or in accordance with other collection measures provided by law; and

WHEREAS, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

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

1. **FUNDING.** The District's Board hereby authorizes the funding mechanisms for the Adopted Budget as provided further herein and as indicated in the Adopted Budget attached hereto as **Exhibit A** and the assessment roll attached hereto as **Exhibit B ("Assessment Roll")**.

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

a. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibit A** and **Exhibit B** and is hereby found to be fair and reasonable.

b. **O&M Assessment Imposition.** Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance ("**O&M Assessment(s)**") is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.

c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

3. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District's Board hereby certifies for collection the FY 2027 installment of the District's previously levied debt service special assessments ("**Debt Assessments**," and together with the O&M Assessments, the "**Assessments**") in accordance with this Resolution and as further set forth in **Exhibit A** and **Exhibit B**, and hereby directs District staff to affect the collection of the same.

4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes*, the District is authorized to collect and enforce the Assessments as set forth below.

a. **Tax Roll Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the "**Tax Roll Property**" identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* ("**Uniform Method**"). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District's Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.

b. **Future Collection Methods.** The District's decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

5. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached hereto as **Exhibit B**, is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

6. **APPROVAL OF PRIOR ACTIONS.** The actions of the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and all District Staff in finalizing the Assessments and Assessment Roll as provided herein are hereby ratified, approved, and confirmed in all respects.

7. **SEVERABILITY; EFFECTIVE DATE.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED THIS 17TH DAY OF JULY 2026.

ATTEST:

**DW BAYVIEW COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Adopted Budget

Exhibit B: Assessment Roll

Tab 7

RESOLUTION 2026-14

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DW
BAYVIEW COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES,
TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF
SUPERVISORS OF THE DISTRICT, FOR FISCAL YEAR 2026/2027, AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, DW Bayview Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Manatee County, Florida; and

WHEREAS, the District's Board of Supervisors (hereinafter the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority or authorities a schedule of its regular meetings; and

WHEREAS, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time, and location of the District's meetings.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE
DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT:**

1. The Fiscal Year 2026/2027 annual public meeting schedule attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published and filed in accordance with Section 189.015(1), Florida Statutes.
2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 17th DAY OF JULY 2026

**DW BAYVIEW COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN / VICE CHAIRMAN

ATTEST:

SECRETARY / ASST. SECRETARY

EXHIBIT "A"

**BOARD OF SUPERVISORS MEETING DATES
DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027**

October 16, 2026
February 19, 2027
March 19, 2027
April 16, 2027
May 21, 2027
June 18, 2027
July 16, 2027
August 20, 2027
September 17, 2027

Time: 10:00 a.m.

Location: Driftwood Clubhouse located at 8810 Barrier Coast Trail, Parrish, FL 34219

Tab 8

RULES OF PROCEDURE
DW BAYVIEW COMMUNITY DEVELOPMENT
DISTRICT

RULE NO. _____

EFFECTIVE AS OF ~~DECEMBER 7, 2020~~ _____, 2026

TABLE OF CONTENTS

Rule 1.0	General.	2
Rule 1.1	Board of Supervisors; Officers and Voting.	3
Rule 1.2	District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.	8 <u>7</u>
Rule 1.3	Public Meetings, Hearings, and Workshops.	11 <u>10</u>
Rule 1.4	Internal Controls to Prevent Fraud, Waste and Abuse	16 <u>15</u>
Rule 2.0	Rulemaking Proceedings.	17 <u>16</u>
Rule 3.0	Competitive Purchase.	23 <u>29</u>
Rule 3.1	Procedure Under the Consultants' Competitive Negotiations Act.	28 <u>34</u>
Rule 3.2	Procedure Regarding Auditor Selection.	32 <u>38</u>
Rule 3.3	Purchase of Insurance.	37 <u>42</u>
Rule 3.4	Pre-qualification	39 <u>44</u>
Rule 3.5	Construction Contracts, Not Design-Build.	44 <u>49</u>
Rule 3.6	Construction Contracts, Design-Build.	48 <u>54</u>
Rule 3.7	Payment and Performance Bonds.	54 <u>59</u>
Rule 3.8	Goods, Supplies, and Materials.	55 <u>60</u>
Rule 3.9	Maintenance Services.	59 <u>64</u>
Rule 3.10	Contractual Services.	63 <u>68</u>
Rule 3.11	Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.	64 <u>69</u>
Rule 4.0	Effective Date.	67 <u>72</u>

Rule 1.0 General.

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

~~(4)~~(1) Board of Supervisors. The Board of Supervisors of the District (~~the~~ **“Board”**) shall consist of five (5) members. Members of the Board (**“Supervisors”**) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.

~~(a)~~(a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.

~~(b)~~(b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.

~~(c)~~(c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(~~10~~11), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.

~~(d)~~(d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.

~~(2)~~(2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, ~~Vice-Chairperson~~Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.

~~(a)~~(a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the

meeting to the District's manager ("**District Manager**") or District Counsel, in whole or in part.

~~(b)~~ (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.

~~(c)~~ (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.

~~(d)~~ (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.

~~(e)~~ (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

~~(f)~~ (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

~~(g)~~ (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.

- ~~(3)~~(3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- ~~(4)~~(4) Record Book. The Board shall keep a permanent record book entitled “**Record of Proceedings**,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- ~~(5)~~(5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation ~~in~~within the county or counties in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and ~~Committees~~committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.
- ~~(6)~~(7) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “voting conflict of interest” shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, ~~father-in-law~~father-in-law, mother-in-law, son-in-law, and daughter-in-law.

~~(a)~~ (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

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

~~(b)~~ (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.

~~(c)~~ (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.

~~(d)~~ (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 112.3143, 190.006, 190.007, 286.012, Fla. Stat.

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

~~(4)~~(1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:

- ~~(a)~~ (a) Agenda packages for prior 24 months and next meeting;
- ~~(b)~~ (b) Official minutes of meetings, including adopted resolutions of the Board;
- ~~(c)~~ (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
- ~~(d)~~ (d) Adopted engineer's reports;
- ~~(e)~~ (e) Adopted assessment methodologies/reports;
- ~~(f)~~ (f) Adopted disclosure of public financing;
- ~~(g)~~ (g) Limited Offering Memorandum for each financing undertaken by the District;
- ~~(h)~~ (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
- ~~(i)~~ (i) District policies and rules;
- ~~(j)~~ (j) Fiscal year end audits; and
- ~~(k)~~ (k) Adopted budget for the current fiscal year.

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

~~(2)~~(2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular

business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

~~(3)~~ (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.

~~(4)~~ (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "**extensive**" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not

limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

~~(5)~~ (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.

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

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

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

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

(1) Definitions. For purposes of this Rule:

(a) Meeting means a gathering, whether in person or by teleconference or videoconference as permitted by law, of a quorum of the Board at which public business of the District is discussed or transacted.

(b) Hearing means a noticed proceeding at which the Board receives public comment, testimony, or evidence, and considers or takes action on a specific matter requiring a hearing by law or by these Rules.

(c) Workshop means a noticed session of the Board for discussion, review, or direction on District business at which no formal action is taken.

(d) Committee meeting means a noticed meeting of any committee established by the Board pursuant to Rule 1.1(3), including committees serving in an advisory capacity, at which public business of the District is discussed or transacted, consistent with applicable Florida open meetings law.

~~(1)~~ (2) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days', but ~~not~~ not more than thirty (30) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation ~~in~~ within the county or counties in which the District ~~and~~ is located. A newspaper is deemed to be a newspaper of "general circulation" in the county in which the District is located. ~~"General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law.~~ The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published ~~in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week~~ as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:

~~(a)~~ (a) The date, time and place of the meeting, hearing or workshop;

~~(b)~~ (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;

~~(c)~~ (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and

~~(d)~~ (d) The following or substantially similar language: “Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office.”

~~(e)~~ (e) The following or substantially similar language: “A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.”

~~(f)~~ (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

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

~~(2)~~ (3) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.

~~(3)~~ (4) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any i) confidential and ~~any ii)~~ confidential and exempt information, shall be available to the public at least seven (7) days before the

meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

Call to order

Roll call

~~Public comment~~

~~Organizational~~

~~matters Review of~~

~~minutes~~

Public comments on agenda items

Staff reports

(a) Aquatic maintenance

(b) District Counsel

(c) District Engineer

(d) District Manager

(1) Action item list

~~Specific items of old business~~ Specific items of new business ~~Staff reports~~

(a) General items

(b) Review of minutes

~~(a) District Counsel~~

~~(b) District Engineer~~

~~(c) District Manager~~

(c) Financial Report

(d) Approval of Expenditures

Supervisor’s requests and comments

Public ~~comment~~ comments

Adjournment

~~1.~~

~~2.~~

~~(4)~~ (5) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board’s consideration.

~~(5)~~ (6) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office.

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

- ~~(6)-(7)~~ (7) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation within the county in which the District is located. After an emergency meeting, the Board shall publish in a newspaper of general circulation within the county in which the District is located, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- ~~(7)-(8)~~ (8) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- ~~(8)-(9)~~ (9) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board or as otherwise provided in the resolution approving the annual budget(s). Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- ~~(9)-(10)~~ (10) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- ~~(10)-~~ (11) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also

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

~~(11)~~ (12) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.

~~(12)~~ (13) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:

~~(a)~~ (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;

~~(b)~~ (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and

~~(c)~~ (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

~~(13)~~ (14) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the ~~Attorney-Client~~Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an ~~Attorney-Client~~Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made.

Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

~~(14)~~(15) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- ~~(1)~~ (1) Internal Controls. The District shall establish and maintain internal controls designed to:
- ~~(a)~~ (a) Prevent and detect “**fraud**,” “**waste**” and “**abuse**” as those terms are defined in section 11.45(1),
 - (b) Florida Statutes; and
 - ~~(b)~~ (c) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - ~~(c)~~ (d) Support economical and efficient operations; and
 - ~~(d)~~ (e) Ensure reliability of financial records and reports; and
 - ~~(e)~~ (f) Safeguard assets.
- ~~(2)~~ (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

~~(1)~~ (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules, in accordance with the requirements of Section 190.011(5) of the Florida Statutes, and Chapter 120 of the Florida Statutes, including but not limited to Section 120.81(2)(b) of the Florida Statutes. Rulemaking proceedings shall be deemed to have been initiated upon publication of ~~notice~~ Notice of Rule Development by the District as required by Section 2 of this Rule. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District ~~(“Rule”).~~ Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

(2) Requirements of a Rule. All District rules as drafted shall:

- (a) Contain only one subject;
- (b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;
- (c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and
- (d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.

(3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs (“SERC”) based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of \$200,000 in the aggregate in the state within one (1) year after implementation of the rule.

~~(2)~~ (4) Notice of Rule Development.

~~(a)~~ (a) Except when the intended action is the repeal of a ~~Rule~~rule, the District shall provide notice of the development of a proposed rule ~~by publication of a (“Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section”) setting forth the following:~~

~~(3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.~~

- (i) the subject area to be addressed by rule development;
- (ii) A short, plain explanation of the purpose and effect of the proposed rule;
- (iii) The grant of rulemaking authority for the proposed rule;
- (iv) The law being implemented;
- (v) The proposed rule number; and
- (vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.

~~(b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.~~ The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

~~(3)~~ (5) Notice of ~~Proceedings and Proposed Rules~~Rulemaking.

~~(a)~~ (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall ~~give~~provide notice of its intended action, (the “Notice of Rulemaking”) ~~setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being~~

~~implemented, interpreted, or made specific. The notice shall include a~~ the following:

- (i) A short, plain explanation of the purpose and effect of the proposed rule;
- (ii) The proposed rule number;
- (iii) A summary of the proposed rule or amendment;
- (v) The grant of rulemaking authority for the proposed rule;
- (vi) The law being implemented or interpreted;
- (vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;
- (viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, ~~and a that describes the regulatory impact of the rule in readable language;~~
- (ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;
- (x) A statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. ~~The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a~~;
- (xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;
- (x) The date, time, and location of the public hearing on the proposed rule;
- (xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and

(xii) A reference to both the date on which and the place where the Notice of Rule Development required by ~~section (2)~~Section 4 of this Rule appeared, ~~except when the intended action is the repeal of a rule.~~

(b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

~~(b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.~~

~~(c)~~ (c) The ~~notice~~Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days ~~prior to such mailing~~before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice ~~by mail of District~~of the District's rulemaking proceedings ~~to adopt, amend, or repeal a rule~~. Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.

(d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.

(6) Modification of Rules.

(a) Technical Changes.

(i) Prior to rule adoption, the District shall publish a notice of correction ("Notice of Correction") if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the

county or counties in which the District is located at least seven (7) days prior to the intended action.

(ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.

(b) Substantive Changes.

(i) Prior to rule adoption, the District shall publish a notice of change (“**Notice of Change**”) if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change must address a summary of the change and shall be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action. The Notice of Change shall also be sent to those persons set forth in Section 5(C) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

1. Supported by the record of the public hearing held on the proposed rule;
2. In response to written materials submitted to the District; or
3. In response to an objection with the proposed rule by the District Board.

(ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

(a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.

(b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven

(7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

(c) In the event of a withdrawal of a proposed rule, the District shall publish a notice (“**Notice of Rule Withdrawal**”) in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.

(d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

~~(4)~~ (8) Rule Development Workshops.

(a) Whenever requested in writing by any affected person, the District must ~~either~~ conduct a rule development workshop prior to proposing rules for adoption ~~or~~ for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson ~~must explain~~ ~~inexplains in~~ writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.

(b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District’s proposed rule and to respond to questions or comments regarding the rule being developed.

(c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:

(i) The place, date, and time of the workshop;

(ii) The subject area that will be addressed; and

(iii) The District Manager’s contact information.

(9) Petitions to Initiate Rulemaking.

~~(5) Petitions to Initiate Rulemaking.~~ (a) All Petitions to Initiate Rulemaking ~~proceedings~~Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. ~~Not later than sixty (60) calendar~~ District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.

(b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the ~~Board~~District shall either i) initiate rulemaking proceedings~~or, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.~~

(c) If the petition is directed to an ~~existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and~~unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the~~policy~~proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule. ~~However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.~~

~~(6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:~~

~~(a) The text of the proposed rule, or any amendment or repeal of any existing rules;~~

(i) If the District elects to hold a public hearing, notice of the public hearing ("Notice of Rulemaking Petition Public Hearing") shall be published in a newspaper of general circulation within the county or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.

~~(b) A detailed written statement of the facts and circumstances justifying the proposed rule;~~

~~(c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and~~

(ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.

~~(d) The published notice.~~

2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the “**Notice of Denial of Rulemaking Petition**”). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.

(d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(10) Public Hearing.

~~(7) Hearing—~~ (a) The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this RuleNotice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. ~~The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing.~~ When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(b) The District shall publish notice of the public hearing (“**Notice of Public Hearing**”) in a newspaper of general circulation within the county or

counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the scheduled public hearing. The Notice of Public Hearing shall include the following information:

- (i) The date, time, and location of the public hearing; and
- (ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

~~(8) Emergency Rule Adoption. (a)~~ The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. ~~Prior to the adoption of an emergency rule, or if the Legislature authorizes the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of to adopt~~ emergency rules ~~shall be published as soon as possible in a newspaper of general circulation in the District.~~ The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District ~~and otherwise complies with these provisions.~~

(b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the “Notice of Emergency Rule”) which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:

- (i) The full text of the rule(s); and
- (ii) The District’s findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.

(c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency

rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.

(i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the “**Notice of Renewal of Emergency Rule**”) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.

(ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.

(d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.

(e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.

(f) The District may repeal an emergency rule before it expires by publishing a notice (“**Notice of Repeal of Emergency Rule**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:

(i) The full text of the emergency rule and a summary thereof;

(ii) The rule number; and

(iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.

~~(9)~~ (12) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation ~~in~~ within the county or counties in which the District is located.

~~(10)~~ (13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. ~~The record~~ ("Rulemaking Record") which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, if ~~as~~ applicable:

~~(a) The texts~~ (a) A copy of the ~~proposed rule and the adopted~~ rule;

~~(b) All notices given for a proposed~~ (b) Any material incorporated by reference in the rule;

~~(c) Any~~ (c) A detailed written statement of ~~estimated regulatory costs for the~~ the facts and circumstances justifying the proposed rule;

(d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;

(e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;

~~(d) A written summary of hearings, if any, on the proposed rule;~~

~~(e) All written comments received by the District and responses to those written comments; and~~

~~(f) All notices and findings pertaining to an emergency rule.~~

(f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and

(g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.

~~(11)~~ (14) Petitions to Challenge ~~Existing~~ Rules.

~~(a)~~ (a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.

- (i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.
- (ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.

~~(b)~~(b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.

~~(c)~~(c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this

presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

~~(d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.~~

(d) At the hearing, the petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

~~(e)~~(e) Hearings held under this section shall be de novo in nature. ~~The~~ For proposed rules, the petitioner has the burden to prove by a preponderance

of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, the petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. ~~The~~ During the hearing, the hearing officer may:

- ~~(i)~~ (i) Administer oaths and affirmations;
- ~~(ii)~~ (ii) Rule upon offers of proof and receive relevant evidence;
- ~~(iii)~~ (iii) Regulate the course of the hearing, including any pre-hearing matters;
- ~~(iv)~~ (iv) Enter orders; and
- ~~(v)~~ (v) Make or receive offers of settlement, stipulation, and adjustment.

~~(f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.~~

~~(f)~~ (f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.

~~(12)~~ (15) Variances and Waivers. A “**variance**” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “**waiver**” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:

- ~~(a)~~ (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been

achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “substantial hardship” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “principles of fairness” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.

- ~~(b)~~ (b) A person who is subject to regulation by a District ~~Rule~~rule may file a petition with the District, requesting a variance or waiver from the District’s ~~Rule~~rule. Each petition shall specify:
- ~~(i)~~ (i) The rule from which a variance or waiver is requested;
 - ~~(ii)~~ (ii) The type of action requested;
 - ~~(iii)~~ (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - ~~(iv)~~ (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
- ~~(c)~~ (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by ~~Rule~~rule of the District, the District shall proceed, at the petitioner’s written request, to process the petition.
- ~~(d)~~ (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the ~~petitioner’s~~petitioner’s written request to finish processing the petition. The District’s statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the ~~District’s~~District’s action. The District shall maintain a record of the type and disposition of each petition filed.
- ~~(13)~~ (16) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. ~~Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.~~

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

Law Implemented: §§ 120.54, 120.542, 120.5435, 120.56, 120.81(2), 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 **Competitive Purchase.**

~~(1)~~ (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.

~~(2)~~ (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.

~~(3)~~ (3) Definitions.

- (a) **“Competitive Solicitation”** means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
- (b) **“Continuing Contract”** means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
- (c) **“Contractual Service”** means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
- (d) **“Design-Build Contract”** means a single contract with a Design-Build Firm for the design and construction of a public construction project.

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

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

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

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

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

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

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

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- ~~(1)~~ (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, “**Project**” means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- ~~(2)~~ (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)~~ (a) Hold all required applicable state professional licenses in good standing;
 - ~~(b)~~ (b) Hold all required applicable federal licenses in good standing, if any;
 - ~~(c)~~ (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)~~ (d) Meet any qualification requirements set forth in the District’s Request for Qualifications.

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

- ~~(3)~~ (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~~ within the county or counties in which the District is located and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make

reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

~~(4)~~ (4) Competitive Selection.

~~(a)~~ (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:

~~(i)~~ (i) The ability and adequacy of the professional personnel employed by each consultant;

~~(ii)~~ (ii) Whether a consultant is a certified minority business enterprise;

~~(iii)~~ (iii) Each consultant's past performance;

~~(iv)~~ (iv) The willingness of each consultant to meet time and budget requirements;

~~(v)~~ (v) The geographic location of each ~~consultant's~~ consultant's headquarters, office and personnel in relation to the project;

~~(vi)~~ (vi) The recent, current, and projected workloads of each consultant; and

~~(vii)~~ (vii) The volume of work previously awarded to each consultant by the District.

~~(b)~~ (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.

~~(c)~~ (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)~~ (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 proposers by e-mail (with a delivery and read receipt)~~, United States Mail, hand delivery, ~~facsimile~~, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: " "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," " or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- ~~(5)~~ (5) Competitive Negotiation.
- ~~(a)~~ (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)~~ (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)~~ (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)~~ (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)~~ (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- ~~(7)~~ (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- ~~(8)~~ (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. “Auditing Services” means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

~~(1) Definitions.~~

~~(a) “Auditing Services” means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.~~

~~(b) “Committee” means the auditor selection committee appointed by the Board as described in section (2) of this Rule.~~

~~(2)~~ (1) Establishment of Auditor Selection Committee. Prior to a public announcement under section (43) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee (“**Committee**”), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

~~(3)~~ (2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (43) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

~~(a)~~ (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

~~(i)~~ (i) Hold all required applicable state professional licenses in good standing;

~~(ii)~~ (ii) Hold all required applicable federal licenses in good standing, if any;

~~(iii)~~ (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and

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

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

~~(b)~~ (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:

~~(i)~~ (i) Ability of personnel;

~~(ii)~~ (ii) Experience;

~~(iii)~~ (iii) Ability to furnish the required services; and

~~(iv)~~ (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

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

~~(4)~~ (3) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section ~~(32)~~ of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation ~~in~~ within the ~~District and the~~

county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.

~~(5)~~ (4) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals, which may be submitted either electronically or via hard copy as determined by the District and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

~~(6)~~ (5) Committee’s Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm’s qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection ~~(32)~~ (32)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

~~(7)~~ (6) Board Selection of Auditor.

~~(a)~~ (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms’ respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- ~~(b)~~ (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the ~~highest-ranked~~ highest-ranked qualified firm.
- ~~(c)~~ (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
- ~~(d)~~ (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- ~~(8)~~ (7) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- ~~(a)~~ (a) A provision specifying the services to be provided and fees or other compensation for such services;
- ~~(b)~~ (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
- ~~(c)~~ (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
- ~~(d)~~ (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
- ~~(e)~~ (e) Provisions required by law that require the auditor to comply with public records laws.
- ~~(9)~~ (8) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm

where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, ~~facsimile~~, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall include the following statement: ~~"~~ " "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," ~~"~~ " or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

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

Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 **Purchase of Insurance.**

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

and
offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

~~(h)~~ (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all ~~bidders by~~ proposers by e-mail (with a delivery and read receipt), United States Mail, ~~by~~ hand delivery, or ~~by~~ overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. The notice shall include the following statement: " "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,"" or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

~~(1)~~ (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.

~~(2)~~ (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:

~~(a)~~ (a) The Board shall cause to be prepared a Request for Qualifications.

~~(b)~~ (b) For construction services exceeding the thresholds described in Section

255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.

~~(c)~~ (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the ~~District and within the~~ county or counties in which the ~~District~~project is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).

~~(d)~~ (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by ~~electronic mail~~e-mail, United States Mail, hand delivery, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.

~~(e)~~ (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been

pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

~~(f)~~ (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:

~~(i)~~ (i) Hold all required applicable state professional licenses in good standing;

~~(ii)~~ (ii) Hold all required applicable federal licenses in good standing, if any;

~~(iii)~~ (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)~~ (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

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

~~(g)~~ (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.

~~(h)~~ (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.

~~(i)~~ (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

- (j) 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.
- ~~(j)~~ (k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all ~~vendors by~~ proposers by e-mail (with a delivery and read receipt), United States Mail, ~~electronic mail~~, hand delivery, ~~facsimile~~, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: " "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,"" or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.
- (2) ~~(2)~~ Suspension, Revocation, or Denial of Qualification
- ~~(a)~~ (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
- ~~i~~ (i) One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
- ~~ii~~ (ii) Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- ~~iii~~ (iii) The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.

- ~~iv.~~ (iv) The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- ~~v.~~ (v) The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- ~~vi.~~ (vi) The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- ~~vii.~~ (vii) The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's ~~pre-qualified~~pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
- ~~viii.~~ (viii) The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- ~~ix.~~ (ix) The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- ~~x.~~ (x) The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- ~~xi.~~ (xi) An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- ~~xii.~~ (xii) The vendor or affiliate(s) has been convicted of a contract crime.
- ~~1.~~ 1. The term "**contract crime**" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery,

collusion, conspiracy, or material misrepresentation with respect to a public contract.

~~2.~~ 2. The term “**convicted**” or “**conviction**” means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

~~(c)~~ (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.

~~(d)~~ (d) Such suspension or revocation shall not affect the vendor’s obligations under any preexisting contract.

~~(e)~~ (e) In the case of contract crimes, the vendor’s pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor’s conviction for contract crimes, the revocation, denial, or suspension of a vendor’s pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

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

~~vii.~~ (vii) Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

~~(1)~~ (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.

~~(2)~~ (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:

~~(a)~~ (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

~~(b)~~ (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~~ within the county ~~or counties~~ 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~~ twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been ~~pre-qualified~~ 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 e-mail (with a delivery and read receipt), United States Mail, hand delivery, ~~facsimile~~, or overnight delivery service.

~~(c)~~ (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~~ e-mail, United States Mail, hand delivery, or ~~facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a

person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

~~(d)~~ (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~~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)~~ (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)~~ (i) Hold all required applicable state professional licenses in good standing;

~~(ii)~~ (ii) Hold all required applicable federal licenses in good standing, if any;

~~(iii)~~ (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)~~ (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

~~(f)~~ (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should

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

- ~~(f)~~ (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)~~ (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)~~ (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) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

(k) 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.

~~(j)~~ (l) 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~~ proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, facsimile, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: " "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

~~(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.~~

~~(3)~~ (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

~~(4)~~ (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

~~(5)~~ (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.

~~(6)~~ (6) Exceptions. This Rule is inapplicable when:

~~(a)~~ (a) The project is undertaken as repair or maintenance of an existing public facility;

~~(b)~~ (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)~~ (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

~~(d)~~ (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

Rule 3.6 Construction Contracts, Design-Build.

~~(1)~~ (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:

~~(2)~~ (2) Procedure.

~~(a)~~ (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.

~~(b)~~ (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.

~~(c)~~ (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.

~~(i)~~ (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.

~~(ii)~~ (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

~~1.~~

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation ~~in~~within the county in which the ~~District~~project is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.

~~2.~~

2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by ~~electronic mail~~electronic mail, United States Mail, hand delivery, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

~~3.~~

3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:

~~a.~~

a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;

~~b.~~

b. Hold all required applicable federal licenses in good standing, if any;

~~c.~~

c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;

~~d.~~

d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

~~4.~~

4.

The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) ~~Design-Build~~Design-Build Firms as the most qualified.

~~5.~~

5.

The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.

~~6.~~

6.

If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.

~~7.~~

7.

Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all ~~consultants by~~proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, ~~facsimile~~, or overnight delivery service. The District may alternatively post the notice of intent to award on its website

at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. The notice shall include the following statement: ~~"~~ " "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,~~"~~ " or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

~~8.~~

8.

The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory

contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.

~~9.~~

9.

After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.

~~10.~~

10.

The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

~~(3)~~ (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

~~(4)~~ (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

~~(5)~~ (5) Exceptions. This Rule is inapplicable when:

~~(a)~~ (a) The project is undertaken as repair or maintenance of an existing public facility;

~~(b)~~ (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)~~ (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or

~~(d)~~ (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

~~(1)~~ (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “**goods, supplies, and materials**” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

~~(2)~~ (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:

~~(a)~~ (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

~~(b)~~ (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 or counties 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)~~ (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~~ e-mail, United States Mail, hand delivery, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

~~(d)~~ (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)~~ (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)~~ (i) Hold all required applicable state professional licenses in good standing;

~~(ii)~~ (ii) Hold all required applicable federal licenses in good standing, if any;

~~(iii)~~ (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)~~ (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

~~(f)~~ (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

~~(g)~~ (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)~~ (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)~~ (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)~~ (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~~ proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, ~~facsimile~~, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: " "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,"" or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

~~(k)~~ (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the

manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

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

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

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

Rule 3.9 Maintenance Services.

~~(1)~~ (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section

287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

~~(2)~~ (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:

~~(a)~~ (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

~~(b)~~ (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 or counties 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)~~ (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~~ e-mail, United States Mail, hand delivery, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

~~(d)~~ (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~~ pre-qualified will be eligible to submit bids, proposals, replies, and responses.

~~(e)~~ (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)~~ (i) Hold all required applicable state professional licenses in good standing;

~~(ii)~~ (ii) Hold all required applicable federal licenses in good standing, if any;

~~(iii)~~ (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)~~ (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

~~(f)~~ (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

~~(g)~~ (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)~~ (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)~~ (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)~~ (i) 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~~ proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, ~~facsimile~~, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: " "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

~~(k)~~ (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.

~~(3)~~ (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

~~(4)~~ (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.

~~(5)~~ (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

~~(6)~~ (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

Rule 3.10 Contractual Services.

~~(1)~~ (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

~~(2)~~ (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

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

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

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

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

~~(1)~~ (1) Filing.

~~(a)~~ (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District’s intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

~~(b)~~ (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District’s ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District’s ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District’s ranking or intended award or after posting on the District’s website if so provided for in the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District’s 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)~~ (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be

awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount and form of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

~~(d)~~ (d) The District does not accept documents filed by ~~electronic mail~~e-mail or facsimile transmission. Filings are only accepted during normal business hours.

~~(2)~~ (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)~~ (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~~e-mail (with a delivery and read receipt), United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.

(4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:

~~(a)~~ (a) Administer oaths and affirmations;

~~(b)~~ (b) Rule upon offers of proof and receive relevant evidence;

- ~~(c)~~ (c) Regulate the course of the hearing, including any pre-hearing matters;
- ~~(d)~~ (d) Enter orders; and
- ~~(e)~~ (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)~~ (5) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.

- (6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.

- (7) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

- ~~(7)~~ (8) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § [120.69\(2\)\(a\)](#), 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective _____, ~~2020~~, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

Summary report: Litera Compare for Word 11.12.0.83 Document comparison done on 7/8/2026 5:29:41 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4913-2077-6636/1/2021 Rules of Procedure (DW Bayview).pdf	
Modified DMS: nd://4916-3793-4503/5/Revised Rules of Procedure (2026) - DW Bayview.docx	
Changes:	
Add	708
Delete	615
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	1323

RULES OF PROCEDURE
DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT
RULE NO. _____

EFFECTIVE AS OF _____, 2026

TABLE OF CONTENTS

Rule 1.0	General.....	2
Rule 1.1	Board of Supervisors; Officers and Voting.	3
Rule 1.2	District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.....	7
Rule 1.3	Public Meetings, Hearings, and Workshops.	10
Rule 1.4	Internal Controls to Prevent Fraud, Waste and Abuse	15
Rule 2.0	Rulemaking Proceedings.	16
Rule 3.0	Competitive Purchase.	29
Rule 3.1	Procedure Under the Consultants’ Competitive Negotiations Act.....	34
Rule 3.2	Procedure Regarding Auditor Selection.	38
Rule 3.3	Purchase of Insurance.....	42
Rule 3.4	Pre-qualification.....	44
Rule 3.5	Construction Contracts, Not Design-Build.	49
Rule 3.6	Construction Contracts, Design-Build.....	54
Rule 3.7	Payment and Performance Bonds.....	59
Rule 3.8	Goods, Supplies, and Materials.....	60
Rule 3.9	Maintenance Services.	64
Rule 3.10	Contractual Services.	68
Rule 3.11	Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.....	69
Rule 4.0	Effective Date.....	72

Rule 1.0 General.

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

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (the “**Board**”) shall consist of five (5) members. Members of the Board (“**Supervisors**”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(11), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

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

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

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “**Record of Proceedings**,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation within the county or counties in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.
- (7) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “**voting conflict of interest**” shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s

Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

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

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 112.3143, 190.006, 190.007, 286.012, Fla. Stat.

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

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:

- (a) Agenda packages for prior 24 months and next meeting;
- (b) Official minutes of meetings, including adopted resolutions of the Board;
- (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
- (d) Adopted engineer's reports;
- (e) Adopted assessment methodologies/reports;
- (f) Adopted disclosure of public financing;
- (g) Limited Offering Memorandum for each financing undertaken by the District;
- (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
- (i) District policies and rules;
- (j) Fiscal year end audits; and
- (k) Adopted budget for the current fiscal year.

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

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

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

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "**extensive**" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be

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

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

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

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

(1) Definitions. For purposes of this Rule:

(a) Meeting means a gathering, whether in person or by teleconference or videoconference as permitted by law, of a quorum of the Board at which public business of the District is discussed or transacted.

(b) Hearing means a noticed proceeding at which the Board receives public comment, testimony, or evidence, and considers or takes action on a specific matter requiring a hearing by law or by these Rules.

(c) Workshop means a noticed session of the Board for discussion, review, or direction on District business at which no formal action is taken.

(d) Committee meeting means a noticed meeting of any committee established by the Board pursuant to Rule 1.1(3), including committees serving in an advisory capacity, at which public business of the District is discussed or transacted, consistent with applicable Florida open meetings law.

(2) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days', but not more than thirty (30) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "**general circulation**" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:

- (a) The date, time and place of the meeting, hearing or workshop;
- (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
- (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and

- (d) The following or substantially similar language: “Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office.”
- (e) The following or substantially similar language: “A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.”
- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

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

- (3) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (4) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any i) confidential and ii) confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

- Call to order
- Roll call
- Public comments on agenda items
- Staff reports
 - (a) Aquatic maintenance
 - (b) District Counsel
 - (c) District Engineer
 - (d) District Manager
 - (1) Action item list
- Specific items of new business
 - (a) General items
 - (b) Review of minutes
 - (c) Financial Report
 - (d) Approval of Expenditures
- Supervisor's requests and comments
- Public comments
- Adjournment

- (5) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (6) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (7) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation within the county in which the District is located. After an emergency meeting, the Board shall publish in a newspaper of general circulation within the county in which the District is located, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken.

Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.

- (8) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (9) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board or as otherwise provided in the resolution approving the annual budget(s). Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (10) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (11) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (12) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (13) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:

- (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (14) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.
- (15) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
 - (a) Prevent and detect “**fraud**,” “**waste**” and “**abuse**” as those terms are defined in section 11.45(1),
 - (b) Florida Statutes; and
 - (c) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (d) Support economical and efficient operations; and
 - (e) Ensure reliability of financial records and reports; and
 - (f) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

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

Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules, in accordance with the requirements of Section 190.011(5) of the Florida Statutes, and Chapter 120 of the Florida Statutes, including but not limited to Section 120.81(2)(b) of the Florida Statutes. Rulemaking proceedings shall be deemed to have been initiated upon publication of a Notice of Rule Development by the District as required by Section 2 of this Rule. A “**rule**” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Requirements of a Rule. All District rules as drafted shall:
 - (a) Contain only one subject;
 - (b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;
 - (c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and
 - (d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.
- (3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs (“**SERC**”) based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of \$200,000 in the aggregate in the state within one (1) year after implementation of the rule.
- (4) Notice of Rule Development.

- (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of a proposed rule (“**Notice of Rule Development**”) setting forth the following:
 - (i) the subject area to be addressed by rule development;
 - (ii) A short, plain explanation of the purpose and effect of the proposed rule;
 - (iii) The grant of rulemaking authority for the proposed rule;
 - (iv) The law being implemented;
 - (v) The proposed rule number; and
 - (vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.
- (b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

(5) Notice of Rulemaking.

- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the “**Notice of Rulemaking**”) setting forth the following:
 - (i) A short, plain explanation of the purpose and effect of the proposed rule;
 - (ii) The proposed rule number;
 - (iii) A summary of the proposed rule or amendment;
 - (v) The grant of rulemaking authority for the proposed rule;
 - (vi) The law being implemented or interpreted;
 - (vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;

- (viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, that describes the regulatory impact of the rule in readable language;
 - (ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;
 - (x) A statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice;
 - (xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;
 - (x) The date, time, and location of the public hearing on the proposed rule;
 - (xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and
 - (xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.
- (b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

- (c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.
 - (d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.
- (6) Modification of Rules.
 - (a) Technical Changes.
 - (i) Prior to rule adoption, the District shall publish a notice of correction ("**Notice of Correction**") if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.
 - (ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.
 - (b) Substantive Changes.
 - (i) Prior to rule adoption, the District shall publish a notice of change ("**Notice of Change**") if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change must address a summary of the change and shall be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action. The Notice of Change shall also be sent to those persons set forth in Section 5(C) of this Rule that have made requests

of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

1. Supported by the record of the public hearing held on the proposed rule;
2. In response to written materials submitted to the District; or
3. In response to an objection with the proposed rule by the District Board.

(ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

- (a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.
- (b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
- (c) In the event of a withdrawal of a proposed rule, the District shall publish a notice (“**Notice of Rule Withdrawal**”) in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.
- (d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

(8) Rule Development Workshops.

- (a) Whenever requested in writing by any affected person, the District must conduct a rule development workshop prior to proposing rules for adoption for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.
- (b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District's proposed rule and to respond to questions or comments regarding the rule being developed.
- (c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:
 - (i) The place, date, and time of the workshop;
 - (ii) The subject area that will be addressed; and
 - (iii) The District Manager's contact information.

(9) Petitions to Initiate Rulemaking.

- (a) All Petitions to Initiate Rulemaking Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.
- (b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
- (c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.
 - (i) If the District elects to hold a public hearing, notice of the public hearing ("**Notice of Rulemaking Petition Public Hearing**") shall be published in a newspaper of general circulation within the county

or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.

(ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.

2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the “**Notice of Denial of Rulemaking Petition**”). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.

(d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(10) Public Hearing.

(a) The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the Notice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(b) The District shall publish notice of the public hearing (“**Notice of Public Hearing**”) in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the

scheduled public hearing. The Notice of Public Hearing shall include the following information:

- (i) The date, time, and location of the public hearing; and
- (ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

- (a) The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action or if the Legislature authorizes the District to adopt emergency rules. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District.
- (b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the “**Notice of Emergency Rule**”) which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:
 - (i) The full text of the rule(s); and
 - (ii) The District’s findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.
- (c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.

- (i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the “**Notice of Renewal of Emergency Rule**”) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.
 - (ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.
- (d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.
- (e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.
- (f) The District may repeal an emergency rule before it expires by publishing a notice (“**Notice of Repeal of Emergency Rule**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:
 - (i) The full text of the emergency rule and a summary thereof;
 - (ii) The rule number; and
 - (iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.
- (12) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation within the county or counties in which the District is located.

- (13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record (“**Rulemaking Record**”) which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:
- (a) A copy of the rule;
 - (b) Any material incorporated by reference in the rule;
 - (c) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;
 - (e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;
 - (f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and
 - (g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.
- (14) Petitions to Challenge Rules.
- (a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District’s authority.
 - (i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.
 - (ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.
 - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation

of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.

- (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) At the hearing, the petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (e) Hearings held under this section shall be de novo in nature. For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, the petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. During the hearing, the hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.

- (f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.
- (15) Variances and Waivers. A “**variance**” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “**waiver**” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “**substantial hardship**” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “**principles of fairness**” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
- (b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District's rule. Each petition shall specify:
- (i) The rule from which a variance or waiver is requested;
- (ii) The type of action requested;
- (iii) The specific facts that would justify a waiver or variance for the petitioner; and
- (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.

- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
 - (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action. The District shall maintain a record of the type and disposition of each petition filed.
- (16) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings.

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

Law Implemented: §§ 120.54, 120.542, 120.5435, 120.56, 120.81(2), 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) **“Competitive Solicitation”** means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) **“Continuing Contract”** means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) **“Contractual Service”** means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
 - (d) **“Design-Build Contract”** means a single contract with a Design-Build Firm for the design and construction of a public construction project.

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

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

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

requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) **“Responsive and Responsible Bidder”** means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. **“Responsive and Responsible Vendor”** means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
- (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.
- (q) **“Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response”** all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the

Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

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

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

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

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

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has

the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

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

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

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

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

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. “**Auditing Services**” means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

- (1) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee (“**Committee**”), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.
- (2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
 - (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

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

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

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

- (3) **Public Announcement.** After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (4) **Request for Proposals.** The Committee shall provide interested firms with a Request for Proposals (“**RFP**”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals, which may be submitted either electronically or via hard copy as determined by the District and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

- (5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (2)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (6) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
 - (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
 - (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
 - (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is

reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

- (7) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (8) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

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

premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

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

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

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

- (k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(2) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor’s pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
 - (i) One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
 - (ii) Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
 - (iii) The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
 - (iv) The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
 - (v) The vendor’s qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the

subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

- (vi) The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- (vii) The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
- (viii) The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- (ix) The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- (x) The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- (xi) An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- (xii) The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "**contract crime**" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "**convicted**" or "**conviction**" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of

record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

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

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

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

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

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

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (k) 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.

- (1) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

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

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

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

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of

the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest 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 proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which

may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

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

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

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

Rule 3.9 Maintenance Services.

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

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

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

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

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

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

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

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

Rule 3.10 Contractual Services.

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

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

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

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

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

(1) Filing.

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

awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount and form of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by e-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 e-mail (with a delivery and read receipt), United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;

(d) Enter orders; and

(e) Make or receive offers of settlement, stipulation, and adjustment.

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

- (5) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.
- (7) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (8) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 120.69(2)(a), 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

RESOLUTION 2026-11

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DW BAYVIEW
COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND
PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF
SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE;
AND PROVIDING AN EFFECTIVE DATE**

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF
THE DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT:**

SECTION 1. A Public Hearing will be held to adopt Rules of Procedure on _____, 2026, at 10:00 a.m., at the Driftwood Clubhouse, 8810 Barrier Coast Trail, Parrish, Florida 34219.

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

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

PASSED AND ADOPTED this 17th day of July 2026.

ATTEST:

**DW BAYVIEW COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Tab 9



TECHNICAL PROPOSAL

DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT

BDi
BRLETIC DVORAK INC.

Submitted to: RIZZETTA & CO



JUNE 18, 2026

TABLE OF CONTENTS



Letter of Interest	1
Ability and Adequacy of Professional Personnel	4
Firm Profile	
Select Key Personnel	6
Geographic Location	7
Past Performance	10
Current / Project Workload	15
Previously Awarded Work	
Minority Business Enterprise	
Project Management Tools	16
Managing Projects to Meet Schedule & Budget	17
Schedule & Budget Controls	18
Personnel Assignment & Project Efficiency	19
Proposed Billing Structure	
Licenses	20
Standard Form 330, Architect-Engineer Qualifications	23



June 18, 2026

Rachel Welborn
Rizzetta & Co.
3434 Colwell Ave Unit 200
Tampa, FL 33614

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

Dear Selection Committee:

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

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

Leading our commitment to the DW Bayview CDD is myself, Stephen Brletic, PE. Our ability to develop strong relationships with clients has ensured that the end results exceed the expectations of District Managers and Board of Supervisors through careful coordination of schedules, budgets, and priorities. We are most proud of our reputation of responsiveness when addressing the needs of BDI's clients. I will serve as the District Engineer for the CDD. He will be responsible for attending District Board meetings, coordinating projects and construction inspection services, and any other engineering tasks.

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

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

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

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

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

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

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

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

- Avelar Creek CDD in Riverview, FL
- Arbor Greene CDD in Tampa, FL
- Bexley CDD in Lutz, FL
- Blackburn Creek CDD in Venice, FL
- Bobcat Trail CDD in North Port, FL
- Cheval West CDD in Lutz, FL
- Country Walk CDD in Wesley Chapel, FL
- Del Webb Bexley CDD in Lutz, FL
- Diamond Hill CDD in Valrico, FL
- Eagle Pointe CDD in Parrish, FL
- Fishhawk Ranch CDD in Valrico, FL
- Fishhawk IV CDD in Valrico, FL
- Harbour Isles CDD in Apollo Beach, FL
- Heritage Springs CDD in Trinity, FL
- Highlands CDD in Riverview, FL
- Lexington Oaks CDD in Wesley Chapel, FL
- Live Oak No. 1 CDD in Tampa, FL
- Meadow Pointe II CDD in Zephyrhills, FL
- Mira Lago CDD in Apollo Beach, FL
- New River CDD in Wesley Chapel, FL
- Lynwood CDD in Ruskin, FL
- Oak Creek CDD in Wesley Chapel, FL
- Oakstead CDD in Land O'Lakes, FL
- River Bend CDD in Ruskin, FL
- South Fork CDD in Riverview, FL
- South Fork East CDD in Riverview, FL
- South Fork III CDD in Riverview, FL
- Spring Lake CDD in Riverview, FL
- Spring Ridge CDD in Brooksville, FL
- Sterling Hill CDD in Spring Hill, FL
- Talavera CDD In Spring Hill, FL
- The Bridgewater CDD in Lakeland, FL
- The Groves CDD in Land O' Lakes, FL
- The Preserve at South Branch CDD in Odessa, FL
- The Preserve at Wilderness Lake CDD in Land O'Lakes, FL
- Park Place CDD in Tampa, FL
- The Woodlands CDD in North Port, Florida
- TSR CDD in Trinity, FL
- University Place CDD in Apollo Beach, Florida
- Ventana CDD in Riverview, Florida
- Waterset Central CDD in Apollo Beach, Florida
- Waterset North CDD Apollo Beach, Florida
- Westchase CDD in Tampa, Florida

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

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

Very truly yours,
Brletic Dvorak, INC.



Stephen Brletic, P.E.
Project Manager





ABILITY AND ADEQUACY OF PROFESSIONAL PERSONNEL

FIRM PROFILE

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

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

SERVICE OFFERINGS INCLUDE:

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

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

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



SELECT KEY PERSONNEL

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



STEPHEN BRLETIC, PE

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

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



ROBERT DVORAK, PE

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

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

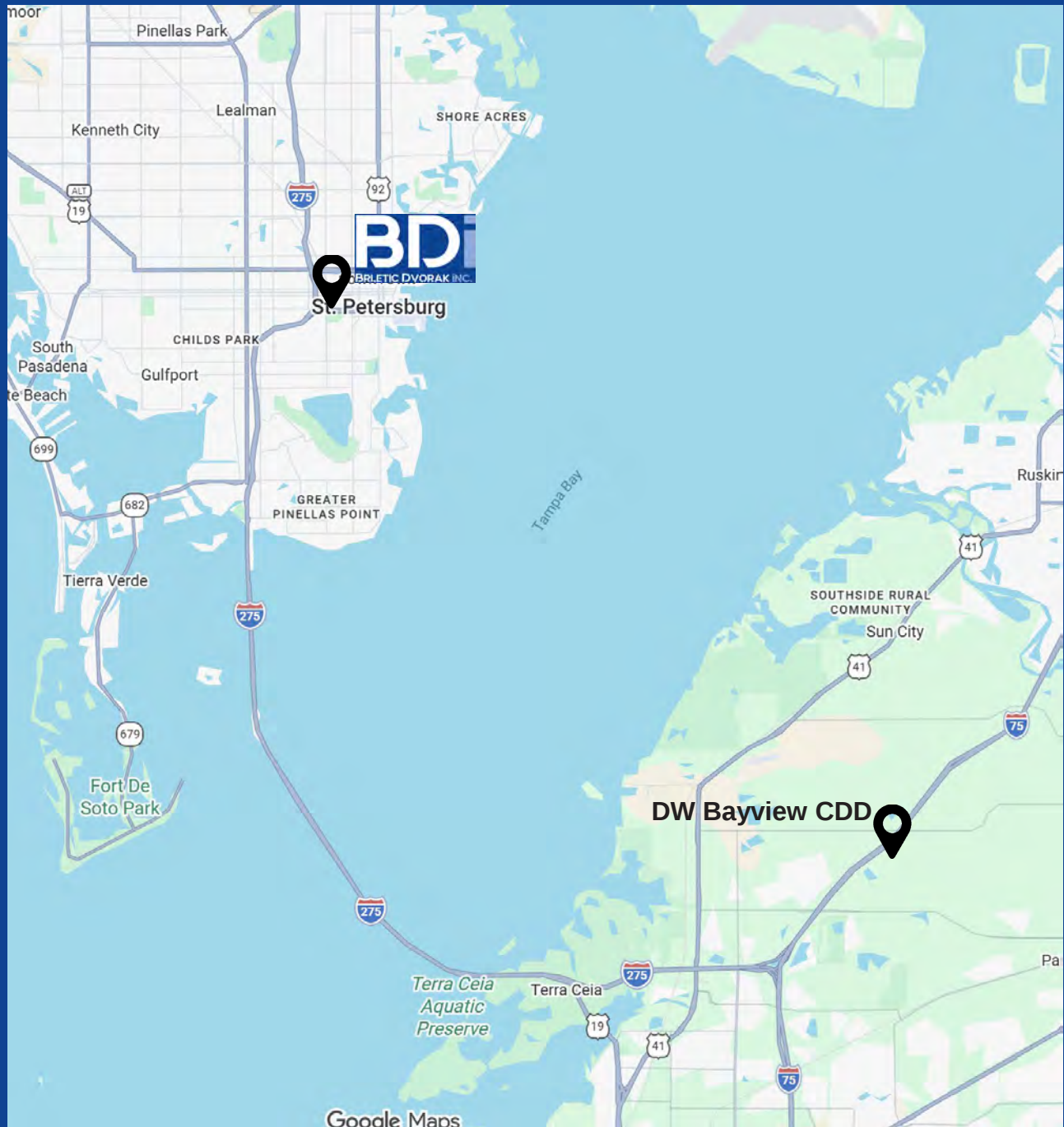
Robert number one core value is relationships based on mutual respect with the primary objective of being the best possible advocate for his clients.

GEOGRAPHIC LOCATION

Brletic Dvorak, Inc.

536 4th Ave. S, Unit 4 St.

Petersburg, FL 33701



PAST PERFORMANCE

SPRING LAKE COMMUNITY DEVELOPMENT DISTRICT (CDD)

Riverview, FL

Lake Lucaya Shoreline Restoration. Stephen Brletic and Kirk Wagner performed project management and construction administration services in relation to construction of significant shoreline restoration to the lake banks after Hurricane Milton.

Stormwater Assessment and Repairs. Kirk Wagner aided in assessment of the stormwater system functionality and permit compliance when first coming on board as the District Engineer. He continues to perform case by case assessments as needed at the board's request.



Lake Lucaya at Spring Lake CDD

BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT (CDD)

North Port, FL

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

STERLING HILL COMMUNITY DEVELOPMENT DISTRICT (CDD)

Spring Hill, FL

Permit Inventory and Inspection Scheduling.

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

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

South Clubhouse Dog Park/Pickleball Courts.

Stephen Brletic and Kirk Wagner performed design, permitting, and construction administration for pickleball courts and dog park with associated fencing. The project is ongoing.

MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT (CDD)

Wesley Chapel, FL

Permit Inventory and Inspection, Maintenance Planning.

Jerry Whited and Robert Dvorak researched and inventoried permit documents from the SWFWMD office and developed a detailed stormwater maintenance plan and spreadsheet indicating each permit, pond location, and inspection time.

Sidewalk Replacement Project. Jerry Whited and Robert Dvorak aided in the planning, design and construction administration for a major sidewalk replacement project within the CDD to remedy ADA issues and drainage concerns.

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

DIAMOND HILL COMMUNITY DEVELOPMENT DISTRICT (CDD)

Valrico, FL

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

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

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

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



Pond Repairs at Diamond Hill CDD

HARBOUR ISLES COMMUNITY DEVELOPMENT DISTRICT (CDD)

Apollo Beach, FL

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

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

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

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



Pond Restoration at Harbour Isles CDD



Sidewalk Repairs at Fishhawk Ranch CDD

FISHHAWK RANCH COMMUNITY DEVELOPMENT DISTRICT (CDD)

Lithia, FL

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

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

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

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

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

MIRA LAGO COMMUNITY DEVELOPMENT DISTRICT (CDD)

Apollo Beach, FL

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

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

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



Pond Bank Restoration at Mira Lago CDD

RIVER BEND COMMUNITY DEVELOPMENT DISTRICT (CDD)

Ruskin, FL

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

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

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

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



Basketball/Tennis Court Replacement at River Bend CDD



Pond Bank Restoration at Bridgewater of Wesley Chapel CDD

BRIDGEWATER AT WESLEY CHAPEL COMMUNITY DEVELOPMENT DISTRICT (CDD)

Wesley Chapel, FL

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

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

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

HERITAGE SPRINGS COMMUNITY DEVELOPMENT DISTRICT (CDD)

Trinity, FL

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

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

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

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

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

LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT (CDD)

Wesley Chapel, FL

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

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

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

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

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

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

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

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

SOUTH FORK COMMUNITY DEVELOPMENT DISTRICT (CDD)

Riverview, FL

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

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

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

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



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



Pedestrian Boardwalk at Oak Creek CDD

OAK CREEK COMMUNITY DEVELOPMENT DISTRICT (CDD)

Wesley Chapel, FL

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

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

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

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

SPRING RIDGE COMMUNITY DEVELOPMENT DISTRICT (CDD)

Brooksville, FL

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

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

THE WOODLANDS COMMUNITY DEVELOPMENT DISTRICT (CDD)

North Port, FL

SWFWMD ERP and WUP Permit Map. The board requested Robert Dvorak to produce a map showing the limits covered by each SWFWMD ERP and WUP permit within the development. Robert Dvorak researched SWFWMD files to identify stormwater management facilities and wells and pumps and developed separate spreadsheet to identify the the permittees and operation and maintenance entities. This map will be used a useful resource for current and future board members, the community's vendors and the CDD staff.

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

WESTCHASE COMMUNITY DEVELOPMENT DISTRICT (CDD)

Tampa, FL

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

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

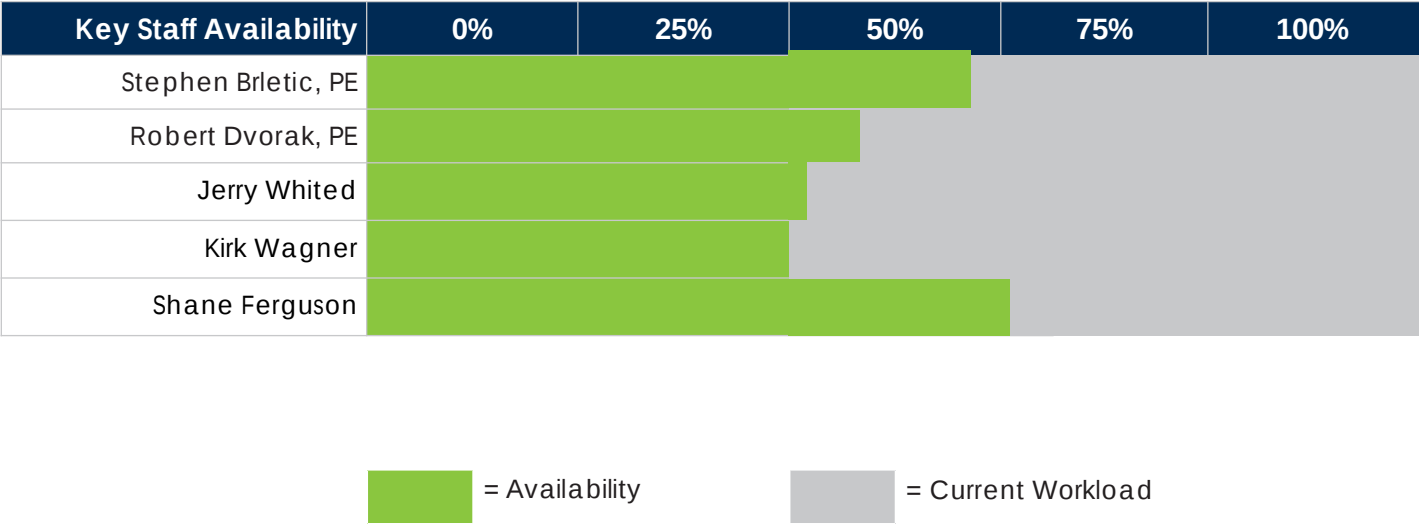


Pond Restoration at Westchase CDD

CURRENT / PROJECT WORKLOAD

The BDI team is available and has the capacity, technical expertise, range of services, and uniquely qualified personnel to provide the DW Bayview CDD with all the services required. Our availability means you can expect stellar responsiveness, quality products, and projects delivered on or ahead of schedule.

All the key personnel are ready to begin work immediately. The chart below graphically depicts the workload commitments and availability over the next twelve months for the key personnel.



WORK PREVIOUSLY AWARDED

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

MINORITY BUSINESS ENTERPRISE

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

PROJECT MANAGEMENT TOOLS

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

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

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

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

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



MANAGING PROJECTS TO MEET SCHEDULE AND BUDGET



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

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

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

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

SCHEDULE & BUDGET CONTROLS

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

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

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

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

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

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

PROPOSED BILLING STRUCTURE

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

PERSONNEL ASSIGNMENT & PROJECT EFFICIENCY

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

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

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

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

State of Florida

Department of State

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

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

The document number of this corporation is P22000090017.

Authentication Code: 221207110639-500398548025#1

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




Cord Byrd
Secretary of State



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



FBPE
FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

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

DVORAK, ROBERT EDWIN III

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

LICENSE NUMBER: PE40962

EXPIRATION DATE: FEBRUARY 28, 2027

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



FBPE
FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

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

BRLETIC, STEPHEN DANIEL

10938 87TH AVE
SEMINOLE FL 33772

LICENSE NUMBER: PE81281

EXPIRATION DATE: FEBRUARY 28, 2027

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

ARCHITECT – ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

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

DW Bayview CDD, Manatee County, FL

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

N/A

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Stephen Brletic, PE

5. NAME OF FIRM

Brletic Dvorak, Inc. (BDI)

6. TELEPHONE NUMBER

(813) 361-1466

7. FAX

8. E-MAIL ADDRESS

sbrletic@bdiengineers.com

C. PROPOSED TEAM

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

	<i>(Check)</i>			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER-SUBCON-TRACTOR			
a.	X			Brletic Dvorak, Inc. (BDI) ☒ CHECK IF BRANCH OFFICE	536 4th Ave. S, Unit 4 St. Petersburg, FL 33701	Civil Engineering
b.				☐ CHECK IF BRANCH OFFICE		
c.				☐ CHECK IF BRANCH OFFICE		
d.				☐ CHECK IF BRANCH OFFICE		
e.				☐ CHECK IF BRANCH OFFICE		
f.				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☒ *(Attached)*

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Stephen Brletic, PE	13. ROLE IN THIS CONTRACT Project Manager	14. YEARS EXPERIENCE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">a. TOTAL</td> <td style="width: 50%; border-bottom: 1px solid black;">b. WITH CURRENT FIRM</td> </tr> <tr> <td style="text-align: center;">15</td> <td style="text-align: center;">4</td> </tr> </table>		a. TOTAL	b. WITH CURRENT FIRM	15	4
a. TOTAL	b. WITH CURRENT FIRM						
15	4						
15. FIRM NAME AND LOCATION (City and State) Brletic Dvorak, Inc. (BDI) St. Petersburg, FL							
16. EDUCATION (DEGREE AND SPECIALIZATION) BS in Civil Engineering, University of North Florida, 2011		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer, Florida (81281)					
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Mr. Brletic has over 11 years of experience in land development engineering in the Tampa Bay area. His project experience includes design and permitting for a wide range of projects, including residential subdivisions, commercial developments, and borrow pits. He routinely performs the functions necessary to design and permit land development projects.							

19. RELEVANT PROJECTS

	1) TITLE AND LOCATION (City and State) Lexington Oaks Community Development District Engineering Support Pasco County, FL	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border-bottom: 1px solid black;">CONSTRUCTION (if applicable)</td> </tr> <tr> <td style="text-align: center;">Ongoing</td> <td style="text-align: center;">Varies</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)	Ongoing	Varies
PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)						
Ongoing	Varies						
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Project Manager. BDI provides engineering services on a work order basis to serve as District Engineer for the Lexington Oaks CDD. The District is an approximately 800-acre master planned golf course development consisting of over 500 residential units and commercial buildings. Work orders included addressing pond erosion problems and sinkhole concerns, analysis of parking lot flooding, negotiations with the county for safety improvements to roadways, and assistance in repair for walls.						
	1) TITLE AND LOCATION (City and State) Oak Creek Community Development District Engineering Support Wesley Chapel, FL	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border-bottom: 1px solid black;">CONSTRUCTION (if applicable)</td> </tr> <tr> <td style="text-align: center;">Ongoing</td> <td style="text-align: center;">Varies</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)	Ongoing	Varies
PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)						
Ongoing	Varies						
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Senior Design Engineer. BDI provides engineering services to the Oak Creek CDD in Wesley Chapel on an as-needed basis to assist the community in maintaining and improving their infrastructure assets. The tasks vary in size and complexity, and each has a specific scope and schedule that is coordinated through the Board and District Manager. Various tasks completed for the Oak Creek community include: Basketball Court: BDI is preparing plans to construct a basketball court to add to the existing amenities in the vicinity of the clubhouse pool. BDI will also oversee contractor bidding and construction phase services. Trail Boardwalks: BDI is preparing plans to construct a pedestrian boardwalk in two locations within the community to connect existing trails through wetlands and over creeks to provide residents with access to the natural uplands to utilize as a picnic or walking trail amenity.						
	1) TITLE AND LOCATION (City and State) Westchase Community Development District (CDD) Engineering Support Tampa, FL	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border-bottom: 1px solid black;">CONSTRUCTION (if applicable)</td> </tr> <tr> <td style="text-align: center;">Ongoing</td> <td style="text-align: center;">Varies</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)	Ongoing	Varies
PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)						
Ongoing	Varies						
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Senior Design Engineer. BDI is providing engineering services to the Westchase Community Development District (CDD) in Tampa, Florida, on an as-needed basis to assist the community in maintaining and improving their infrastructure assets. Engineering tasks are established by the CDD Board of Supervisors and assigned to the engineer to accomplish the specific objectives. The tasks vary in size and complexity, and each has a specific scope and schedule that is coordinated through the Board and District Manager. BDI provided a signing and marking inspection and certification for the CDD.						
	1) TITLE AND LOCATION (City and State) Fishhawk Ranch Community Development District Engineering Support Lithia, FL	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border-bottom: 1px solid black;">CONSTRUCTION (if applicable)</td> </tr> <tr> <td style="text-align: center;">Ongoing</td> <td style="text-align: center;">Varies</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)	Ongoing	Varies
PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)						
Ongoing	Varies						
d.							

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

☒ Check if project performed with current firm

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

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Robert Dvorak, PE	13. ROLE IN THIS CONTRACT Senior Engineer	14. YEARS EXPERIENCE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">a. TOTAL</td> <td style="width: 50%; border-bottom: 1px solid black;">b. WITH CURRENT FIRM</td> </tr> <tr> <td style="text-align: center;">40</td> <td style="text-align: center;">4</td> </tr> </table>		a. TOTAL	b. WITH CURRENT FIRM	40	4
a. TOTAL	b. WITH CURRENT FIRM						
40	4						
15. FIRM NAME AND LOCATION (City and State) Brletic Dvorak, Inc. (BDI) St. Petersburg, FL							
16. EDUCATION (DEGREE AND SPECIALIZATION) BSE, Agricultural Engineering, University of Florida, 1984		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer, FL 40962					
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Mr. Dvorak is responsible for managing the water resource projects for Johnson, Mirmiran and Thompson, Inc. as well as the design, hydrologic and hydraulic modeling, and regulatory permitting for a wide range and variety of projects. His experience with the implementation of local and state regulations has enhanced his ability to expedite the permitting process with the ACOE, the DEP, the regional WMD's, and the FDOT.							

19. RELEVANT PROJECTS

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

	Westchase Community Development District (CDD) Engineering Support Tampa, FL	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(if applicable)</i> Varies
d.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project Manager. BDI is providing engineering services to the Westchase Community Development District (CDD) in Tampa, Florida, on an as-needed basis to assist the community in maintaining and improving their infrastructure assets. Engineering tasks are established by the CDD Board of Supervisors and assigned to the engineer to accomplish the specific objectives. The tasks vary in size and complexity, and each has a specific scope and schedule that is coordinated through the Board and District Manager. BDI provided a signing and marking inspection and certification for the CDD.		☒ Check if project performed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Jerry Whited	13. ROLE IN THIS CONTRACT Project Manager II	14. YEARS EXPERIENCE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">a. TOTAL 14</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">b. WITH CURRENT FIRM 4</td> </tr> </table>		a. TOTAL 14	b. WITH CURRENT FIRM 4
a. TOTAL 14	b. WITH CURRENT FIRM 4				
15. FIRM NAME AND LOCATION (City and State) Brletic Dvorak, Inc. (BDI) St. Petersburg, FL					
16. EDUCATION (DEGREE AND SPECIALIZATION) N/A		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Stormwater Operator			
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Mr. Whited is responsible for performing inspections on a variety of stormwater management facilities throughout southwest Florida for as-builts and recertification compliance. He also participates in advisory committee and association meetings to keep abreast of water management, environment surface water, and water use current and future issues and concerns. He has also performed inspections and surveys on numerous projects throughout southwest Florida. Jerry is also a FSA certified Stormwater Operator Level 1.					
19. RELEVANT PROJECTS					
1) TITLE AND LOCATION (City and State) Waterset North Community Development District (CDD) Engineering Support Apollo Beach, FL		(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">PROFESSIONAL SERVICES Ongoing</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">CONSTRUCTION (if applicable) Varies</td> </tr> </table>		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable) Varies
PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable) Varies				
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Project Manager II. BDI is providing engineering services to the Waterset North Community Development District (CDD) in Apollo Beach, Florida, on an as-needed basis to assist the community in maintaining and improving their infrastructure assets. Engineering tasks are established by the CDD Board of Supervisors and assigned to the engineer to accomplish the specific objectives. The tasks vary in size and complexity, and each has a specific scope and schedule that is coordinated through the Board and District Manager. Various tasks completed for the South Fork community include Permit Inventory and Inspection Scheduling, Pond Bank Restoration, Traffic Analyses, and Pond Maintenance Plan.					
1) TITLE AND LOCATION (City and State) Country Walk Community Development District Engineering Support Pasco County, FL		(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">PROFESSIONAL SERVICES Ongoing</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">CONSTRUCTION (if applicable) N/A</td> </tr> </table>		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable) N/A
PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable) N/A				
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Project Manager II. Pond Inspections and Report Writing – BDI team conducts inspections and writes reports as part of a professional engineering services as-needed basis assignment. There are 39 water management facilities located in the HSCDD that require inspection and certification of compliance for SWFWMD. BDI was tasked to research the files at SWFWMD to establish a list of facilities and to prioritize the need for inspection and certification. Currently, BDI is conducting several inspections per quarter year to maintain a satisfactory schedule with SWFWMD.					
1) TITLE AND LOCATION (City and State) Preserve at South Branch Community Development District Engineering Support Pasco County, FL		(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">PROFESSIONAL SERVICES Ongoing</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">CONSTRUCTION (if applicable) Varies</td> </tr> </table>		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable) Varies
PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable) Varies				
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Project Manager II. BDI provided engineering services on a work order basis to serve as District Engineer for the Preserve at South Branch CDD. The District is an approximately 800-acre master planned golf course development consisting of over 500 residential units and commercial buildings. Work orders included addressing pond erosion problems and sinkhole concerns, analysis of parking lot flooding, negotiations with the county for safety improvements to roadways, and assistance in repair for walls.					
1) TITLE AND LOCATION (City and State) Westchase Community Development District Engineering Support Tampa, FL		(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">PROFESSIONAL SERVICES Ongoing</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">CONSTRUCTION (if applicable) Varies</td> </tr> </table>		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable) Varies
PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable) Varies				
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Project Manager II.. BDI provides engineering services to the Westchase CDD on an as-needed basis to assist the community in maintaining and improving their infrastructure assets. Various tasks completed for the Westchase community include: Permit Inventory and Inspection Scheduling —This task required research					

of SWFWMD permit documents archived at the central Brooksville office of SWFWMD. A map and spreadsheet were developed to indicate the numerous permits, where the ponds were located within the community, when the pond inspections were to be completed, and the parcel number for Hillsborough County. **Sidewalk Assessment and Repair Project**-This task consisted of assessing sidewalks within the CDD that required repair to remedy ADA and drainage concerns that the county would not address and then performing design and construction administration tasks to complete the project.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Kirk Wagner	13. ROLE IN THIS CONTRACT Senior Inspector/Project Manager II	14. YEARS EXPERIENCE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">a. TOTAL 27</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">b. WITH CURRENT FIRM 4</td> </tr> </table>		a. TOTAL 27	b. WITH CURRENT FIRM 4
a. TOTAL 27	b. WITH CURRENT FIRM 4				
15. FIRM NAME AND LOCATION (City and State) Brletic Dvorak, Inc. (BDI) St. Petersburg, FL					
16. EDUCATION (DEGREE AND SPECIALIZATION) BS in Computer Science, LFSU		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) N/A			
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Mr. Wagner is responsible for performing inspections on a variety of stormwater management facilities throughout southwest Florida for as-builts and recertification compliance. He also participates in advisory committee and association meetings to keep abreast of water management, environment surface water, and water use current and future issues and concerns. He has also performed inspections and surveys on numerous projects throughout southwest Florida. Kirk also holds certifications including FDEP Stormwater Erosion and Sedimentation Control Inspector –Inspector # 46681, FDACS Pesticide applicators license for category 5A – Aquatics, and FSA Stormwater Operator Level 1 certification.					
19. RELEVANT PROJECTS					
1) TITLE AND LOCATION (City and State) Spring Lake Community Development District (CDD) Engineering Support Brooksville, FL		(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">PROFESSIONAL SERVICES Ongoing</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">CONSTRUCTION (if applicable) Varies</td> </tr> </table>		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable) Varies
PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable) Varies				
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Project Manager II. BDI is providing engineering services to the Spring Lake Community Development District (CDD) in Riverview, Florida, on an as-needed basis to assist the community in maintaining and improving their infrastructure assets. Engineering tasks are established by the CDD Board of Supervisors and assigned to the engineer to accomplish the specific objectives. The tasks vary in size and complexity, and each has a specific scope and schedule that is coordinated through the Board and District Manager. Various tasks completed for the Spring Lake community include Permit Inventory and Inspection Scheduling, Pond Bank Restoration, and Misc. Drainage projects.					
1) TITLE AND LOCATION (City and State) Westchase Community Development District Engineering Support Hillsborough County, FL		(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">PROFESSIONAL SERVICES Ongoing</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">CONSTRUCTION (if applicable) N/A</td> </tr> </table>		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable) N/A
PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable) N/A				
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Senior Inspector. Pond Inspections and Report Writing – BDI team conducts inspections and writes reports as part of a professional engineering services as-needed basis assignment. There are a number of water management facilities located in the Westchase CDD that require inspection and certification of compliance for SWFWMD. BDI was tasked to research the files at SWFWMD to establish a list of facilities and to prioritize the need for inspection and certification. Currently, BDI is conducting several inspections per quarter year to maintain a satisfactory schedule with SWFWMD.					
1) TITLE AND LOCATION (City and State) Lexington Oaks Community Development District Engineering Support Pasco County, FL		(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">PROFESSIONAL SERVICES Ongoing</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">CONSTRUCTION (if applicable) Varies</td> </tr> </table>		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable) Varies
PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable) Varies				
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Senior Inspector. BDI provided engineering services on a work order basis to serve as District Engineer for the Lexington Oaks CDD. The District is an approximately 800-acre master planned golf course development consisting of over 500 residential units and commercial buildings. Work orders included addressing pond erosion problems and sinkhole concerns, analysis of parking lot flooding, negotiations with the county for safety improvements to roadways, and assistance in repair for walls.					
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Fishhawk Ranch Community Development District Engineering Support Lithia, FL		(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">PROFESSIONAL SERVICES Ongoing</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">CONSTRUCTION (if applicable) Varies</td> </tr> </table>		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable) Varies
PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable) Varies				

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

☒ Check if project performed with current firm

Senior Inspector. BDI provides engineering services to the Fishhawk Ranch CDD on an as-needed basis to assist the community in maintaining and improving their infrastructure assets. Various tasks completed for the Fishhawk Ranch community include: **Permit Inventory and Inspection Scheduling**—This task required research of SWFWMD permit documents archived at the central Brooksville office of SWFWMD. A map and spreadsheet were developed to indicate the numerous permits, where the ponds were located within the community, when the pond inspections were to be completed, and the parcel number for Hillsborough County.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Shane Ferguson	13. ROLE IN THIS CONTRACT Inspector	14. YEARS EXPERIENCE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">a. TOTAL 10</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">b. WITH CURRENT FIRM 2</td> </tr> </table>		a. TOTAL 10	b. WITH CURRENT FIRM 2				
a. TOTAL 10	b. WITH CURRENT FIRM 2								
15. FIRM NAME AND LOCATION (City and State) Brletic Dvorak, Inc. (BDI) St. Petersburg, FL									
16. EDUCATION (DEGREE AND SPECIALIZATION) BA in Economics, USFSP		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) N/A							
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Mr. Ferguson is responsible for performing inspections on a variety of stormwater management facilities throughout southwest Florida for as-builts and recertification compliance. He also participates in advisory committee and association meetings to keep abreast of water management, environment surface water, and water use current and future issues and concerns. He has also performed inspections and surveys on numerous projects throughout southwest Florida.									
19. RELEVANT PROJECTS									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black; vertical-align: top;"> 1) TITLE AND LOCATION (City and State) Spring Ridge Community Development District (CDD) Engineering Support Brooksville, FL </td> <td colspan="2" style="width: 40%; border-bottom: 1px solid black; text-align: center; vertical-align: top;"> (2) YEAR COMPLETED </td> </tr> <tr> <td style="border: none;"></td> <td style="width: 20%; border-bottom: 1px solid black; text-align: center; vertical-align: top;"> PROFESSIONAL SERVICES Ongoing </td> <td style="width: 20%; border-bottom: 1px solid black; text-align: center; vertical-align: top;"> CONSTRUCTION (if applicable) Varies </td> </tr> </table> ☒ Check if project performed with current firm a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Inspector. BDI is providing engineering services to the Spring Ridge Community Development District (CDD) in Brooksville, Florida, on an as-needed basis to assist the community in maintaining and improving their infrastructure assets. Engineering tasks are established by the CDD Board of Supervisors and assigned to the engineer to accomplish the specific objectives. The tasks vary in size and complexity, and each has a specific scope and schedule that is coordinated through the Board and District Manager. Various tasks completed for the Spring Ridge community include Permit Inventory and Inspection Scheduling, Pond Bank Restoration, Traffic Analyses, Road Inspection and Clubhouse Improvements.				1) TITLE AND LOCATION (City and State) Spring Ridge Community Development District (CDD) Engineering Support Brooksville, FL	(2) YEAR COMPLETED			PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable) Varies
1) TITLE AND LOCATION (City and State) Spring Ridge Community Development District (CDD) Engineering Support Brooksville, FL	(2) YEAR COMPLETED								
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable) Varies							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black; vertical-align: top;"> 1) TITLE AND LOCATION (City and State) Westchase Community Development District Engineering Support Hillsborough County, FL </td> <td colspan="2" style="width: 40%; border-bottom: 1px solid black; text-align: center; vertical-align: top;"> (2) YEAR COMPLETED </td> </tr> <tr> <td style="border: none;"></td> <td style="width: 20%; border-bottom: 1px solid black; text-align: center; vertical-align: top;"> PROFESSIONAL SERVICES Ongoing </td> <td style="width: 20%; border-bottom: 1px solid black; text-align: center; vertical-align: top;"> CONSTRUCTION (if applicable) N/A </td> </tr> </table> ☒ Check if project performed with current firm b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Inspector. Pond Inspections and Report Writing – BDI team conducts inspections and writes reports as part of a professional engineering services as-needed basis assignment. There are a number of water management facilities located in the Westchase CDD that require inspection and certification of compliance for SWFWMD. BDI was tasked to research the files at SWFWMD to establish a list of facilities and to prioritize the need for inspection and certification. Currently, BDI is conducting several inspections per quarter year to maintain a satisfactory schedule with SWFWMD.				1) TITLE AND LOCATION (City and State) Westchase Community Development District Engineering Support Hillsborough County, FL	(2) YEAR COMPLETED			PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable) N/A
1) TITLE AND LOCATION (City and State) Westchase Community Development District Engineering Support Hillsborough County, FL	(2) YEAR COMPLETED								
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable) N/A							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black; vertical-align: top;"> 1) TITLE AND LOCATION (City and State) Lexington Oaks Community Development District Engineering Support Pasco County, FL </td> <td colspan="2" style="width: 40%; border-bottom: 1px solid black; text-align: center; vertical-align: top;"> (2) YEAR COMPLETED </td> </tr> <tr> <td style="border: none;"></td> <td style="width: 20%; border-bottom: 1px solid black; text-align: center; vertical-align: top;"> PROFESSIONAL SERVICES Ongoing </td> <td style="width: 20%; border-bottom: 1px solid black; text-align: center; vertical-align: top;"> CONSTRUCTION (if applicable) Varies </td> </tr> </table> ☒ Check if project performed with current firm c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Inspector. BDI provided engineering services on a work order basis to serve as District Engineer for the Lexington Oaks CDD. The District is an approximately 800-acre master planned golf course development consisting of over 500 residential units and commercial buildings. Work orders included addressing pond erosion problems and sinkhole concerns, analysis of parking lot flooding, negotiations with the county for safety improvements to roadways, and assistance in repair for walls.				1) TITLE AND LOCATION (City and State) Lexington Oaks Community Development District Engineering Support Pasco County, FL	(2) YEAR COMPLETED			PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable) Varies
1) TITLE AND LOCATION (City and State) Lexington Oaks Community Development District Engineering Support Pasco County, FL	(2) YEAR COMPLETED								
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable) Varies							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black; vertical-align: top;"> 1) TITLE AND LOCATION (City and State) The Groves Community Development District Engineering Support Pasco County, FL </td> <td colspan="2" style="width: 40%; border-bottom: 1px solid black; text-align: center; vertical-align: top;"> (2) YEAR COMPLETED </td> </tr> <tr> <td style="border: none;"></td> <td style="width: 20%; border-bottom: 1px solid black; text-align: center; vertical-align: top;"> PROFESSIONAL SERVICES Ongoing </td> <td style="width: 20%; border-bottom: 1px solid black; text-align: center; vertical-align: top;"> CONSTRUCTION (if applicable) Varies </td> </tr> </table> ☒ Check if project performed with current firm d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Inspector. BDI provides engineering services to the Groves CDD on an as-needed basis to assist the community in maintaining and improving their infrastructure assets. Various tasks completed for the Groves community include: Extrenal Facility Inspection and Assessment. This task involved inspection of roadway, curbs, stormwater facilities, courts, sidewalks, and other site infrastructure components within the CDD boundary.				1) TITLE AND LOCATION (City and State) The Groves Community Development District Engineering Support Pasco County, FL	(2) YEAR COMPLETED			PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable) Varies
1) TITLE AND LOCATION (City and State) The Groves Community Development District Engineering Support Pasco County, FL	(2) YEAR COMPLETED								
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable) Varies							

TEAM'S	F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED	20. EXAMPLE PROJECT KEY NUMBER
	QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	1

21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
Harbour Isles Community Development District (CDD) Hillsborough County, FL	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> Varies

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Inframark IMS	b. POINT OF CONTACT NAME Angle Montagna	c. POINT OF CONTACT TELEPHONE NUMBER (813) 991-1116

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

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

Various tasks completed for the Harbour Isles community include:

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

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

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 2
---	---

21. TITLE AND LOCATION (City and State) Diamond Hill Community Development District (CDD) Hillsborough County, FL	22. YEAR COMPLETED PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Varies
--	--	---

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Inframark IMS	b. POINT OF CONTACT NAME Angel Montagna	c. POINT OF CONTACT TELEPHONE NUMBER (813) 991-1116

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

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

Various tasks completed for the Diamond Hill community include:

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

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

TEAM'S F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 3
---	---

21. TITLE AND LOCATION (City and State) Fishhawk Ranch Community Development District (CDD) Lithia, Hillsborough County, FL	22. YEAR COMPLETED PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Varies
--	--	---

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Halifax Solutions	b. POINT OF CONTACT NAME Eric Dailey	c. POINT OF CONTACT TELEPHONE NUMBER (813) 244-4388

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

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

Various tasks completed for the Fishhawk Ranch community include:

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

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

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

21. TITLE AND LOCATION (City and State) Mira Lago West Community Development District (CDD) Ruskin, Hillsborough County, FL	22. YEAR COMPLETED <table> <tr> <td data-bbox="925 289 1182 388"> PROFESSIONAL SERVICES Ongoing </td><td data-bbox="1182 289 1508 388"> CONSTRUCTION (If applicable) Varies </td></tr> </table>	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Varies
PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Varies		

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Inframark IMS	b. POINT OF CONTACT NAME Jennifer Goldyn	c. POINT OF CONTACT TELEPHONE NUMBER (813) 991-1116

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

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

Various tasks completed for the Mira Lago West community include:

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

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

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 5		
21. TITLE AND LOCATION (City and State) Sterling Hill Community Development District (CDD) Spring Hill, FL		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES Ongoing</td> <td>CONSTRUCTION <i>(If applicable)</i> Varies</td> </tr> </table>	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> Varies
PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> Varies			
23. PROJECT OWNER'S INFORMATION				
a. PROJECT OWNER Rizzetta & Company, Inc.	b. POINT OF CONTACT NAME Darryl Adams	c. POINT OF CONTACT TELEPHONE NUMBER (813) 994-1001		

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

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

Various tasks completed for the Sterling Hill community include:

- **Permit Inventory and Inspection Scheduling** – This task required research of SWFWMD permit documents archived at the central Brooksville office of SWFWMD. A map and spreadsheet were developed to indicate the numerous permits, where the ponds were located within the community, when the pond inspections were to be completed, and the parcel number for Hillsborough County.
- **Splash Pad** – This task required project management of the CDD selected contractor and EOR for a splash pad project at the Sterling Hill South clubhouse facility. This also required permit modifications to the community's SWFWMD Environmental Resource Permit.
- **South Clubhouse Dog Park/Pickleball Court** – BDI performed design, permitting, and construction administration for pickleball courts and dog park with associated fencing. The project is ongoing.

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

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
		6
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
Heritage Springs Community Development District (CDD) Wesley Chapel, FL	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> Varies

23. PROJECT OWNER'S INFORMATION

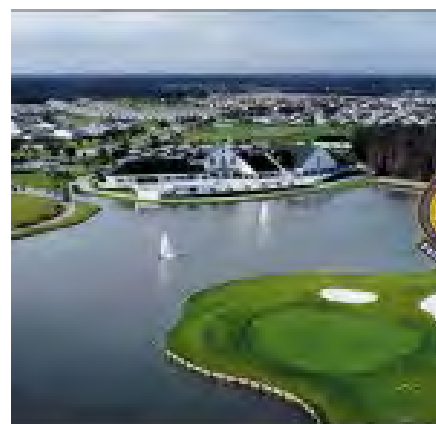
a. PROJECT OWNER INFRAMARK	b. POINT OF CONTACT NAME Mark Vega	c. POINT OF CONTACT TELEPHONE NUMBER (813) 991-1116
-------------------------------	---------------------------------------	--

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

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

Various tasks completed for the Heritage Springs community include:

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



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

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

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 7
21. TITLE AND LOCATION (City and State) Lexington Oaks Community Development District (CDD) Wesley Chapel, FL	PROFESSIONAL SERVICES Ongoing	22. YEAR COMPLETED CONSTRUCTION (If applicable) Varies

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER INFRAMARK	b. POINT OF CONTACT NAME Mark Vega	c. POINT OF CONTACT TELEPHONE NUMBER (813) 991-1116
--------------------------------------	--	---

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

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

Various tasks completed for the Lexington Oaks community include:



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

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

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 8		
21. TITLE AND LOCATION (City and State) South Fork Community Development District (CDD) Riverview, FL		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES Ongoing</td> <td>CONSTRUCTION (If applicable) Varies</td> </tr> </table>	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Varies
PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Varies			

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER INFRAMARK	b. POINT OF CONTACT NAME Mark Vega	c. POINT OF CONTACT TELEPHONE NUMBER (813) 991-1116

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



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

Various tasks completed for the South Fork community include:

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

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

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 9
21. TITLE AND LOCATION (City and State) Oak Creek Community Development District (CDD) Pasco County, FL	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Varies

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER INFRAMARK	b. POINT OF CONTACT NAME Mark Vega	c. POINT OF CONTACT TELEPHONE NUMBER (813) 991-1116, 104
-------------------------------	---------------------------------------	---

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

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

Various tasks completed for the Oak Creek community include:

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

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

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 10
21. TITLE AND LOCATION <i>(City and State)</i> River Bend Community Development District (CDD) Hillsborough County, FL	PROFESSIONAL SERVICES	22. YEAR COMPLETED
	Ongoing	CONSTRUCTION <i>(If applicable)</i> Varies

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER GMS	b. POINT OF CONTACT NAME Amanda Ferguson	c. POINT OF CONTACT TELEPHONE NUMBER (813) 344-4844
-------------------------	---	--

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

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

Various tasks completed for the River Bend community include:

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

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

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Robert Dvorak, PE	Project Engineer	●	●	●	●	●	●	●	●	●	●
Stephen Brletic, PE	Project Manager	●	●	●	●	●	●	●	●	●	●
Cliff Wilson	Designer	●	●	●	●	●	●	●	●	●	●
Jerry Whited	Project Manager II	●	●	●	●	●		●	●	●	●
Kirk Wagner	Senior Inspector		●	●		●	●	●		●	
Shane Ferguson	Inspector		●	●		●	●	●	●		●

29. EXAMPLE PROJECTS KEY

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

H. ADDITIONAL INFORMATION

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

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

N/A

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

6/18/26

33. NAME AND TITLE

Stephen Brletic | Project Manager

STANDARD FORM 330 (6/2004)

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

PART II – GENERAL QUALIFICATIONS

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

2a. FIRM (OR BRANCH OFFICE) NAME Brletic Dvorak, Inc.			3. YEAR ESTABLISHED 2023	4. DUNS NUMBER
2b. STREET 536 4th Ave. S, Unit 4			5. OWNERSHIP	
2c. CITY St. Petersburg,			2d. STATE FL	2e. ZIP CODE 33701
6a. POINT OF CONTACT NAME AND TITLE Stephen Brletic, PE, Project Manager			a. TYPE Corporation	
6b. TELEPHONE NUMBER (813) 361-1466			b. SMALL BUSINESS STATUS No	
6c. E-MAIL ADDRESS sbrletic@bdiengineers.com			7. NAME OF FIRM (If block 2a is a branch office) N/A	
8a. FORMER FIRM NAME(S) (If any) N/A			8b. YR. ESTABLISHED N/A	8c. DUNS NUMBER N/A

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM (2) BRANCH	
01	Acoustical Engineers		
05	Archaeologist/Cultural		
06	Architects		
08 / 58	CADD / Technician	1	1
12	Civil / Transportation	2	2
14	Computer Programmers/GIS		
15	Construction Inspectors	2	2
16	Constr. Engineers/Managers		
21	Electrical Engineers		
24	Environ. Specialists		
37	Interior Designers		
38	Land Surveyors		
39	Landscape Architects		
42	Mechanical Engineers		
47	Planners		
52	Environmental Engineers		
55	Geologists/Geotechnical		
57	Structural Engineers		
60	Traffic/ITS Engineers		
62	Water Resources Engineers	2	2
	Other Employees		
Total		6	6

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number
C15	Construction Management	2
H07	Highways, Streets, Parking Lots	3
I06	Irrigation; Drainage	3
T03	Traffic and Transportation Engineering	1

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	1
b. Non-Federal Work	4
c. Total Work	4

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

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

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE 6/18/2026
c. NAME AND TITLE Robert Dvorak Project Manager	



STATEMENT OF QUALIFICATIONS

DW Bayview Community Development District Engineering Services

Solicitation Due Date: June 26, 2026

PREPARED BY:

BGE, Inc.
5426 Bay Center Drive
Suite 100
Tampa, Florida 33609



Serving. Leading. Solving.™

DW Bayview Community Development District
Attn: Rachel Welborn, District Manager
2700 South Falkenburg Drive, Suite 2745
Riverview, Florida 33578



**Re: Statement of Qualifications for District Engineering Services for
DW Bayview Community Development District (CDD)**

Dear Selection Committee,

BGE, Inc. (BGE) is pleased to present this statement of qualifications to be considered as District Engineer for the DW Bayview CDD.

Five decades after we were founded in 1975 in Houston as a special district (municipal utility district) and land development firm, this sector remains a core area of our practice. We pride ourselves on having extensive experience successfully serving districts like yours.

Our corporate philosophy is built around responsiveness and commitment to our clients. You can be assured that we will provide you with professional engineering solutions in a timely manner and within budget. Your District will receive the personal attention it deserves and needs from a staff of experienced professionals.

I, **Philip Chang, PE**, will serve as your Lead District Engineer. With over 31 years of engineering experience, including 15 years as a respected District Engineer in the local CDD community, I bring a deep understanding of practical, effective solutions to benefit your District.

Assistant District Engineer, **Alex Hulbert**, has 30 years of experience and will manage the day-to-day activities related to neighborhood issues as they arise. He has outstanding technical abilities and is very familiar with resolving issues affecting CDDs.

The following qualifications demonstrate our ability to serve the District effectively:

- BGE believes that being responsive and available are key elements of a strong partnership with the District.
- Currently we serve as the District Engineer for more than 110 districts, including 18 districts for over a decade and six districts for more than 25 years. I have served as a District Engineer in more than 20 districts, including five for over 10 years.
- We offer integrated design, construction, and project management expertise utilizing our in-house experts in public works, survey, geographic information systems (GIS), landscape architecture, and quality assurance/quality control processes. By using our One Team approach, we bring together the benefits of extensive technical expertise, high-quality solutions, and accessible personal service.

The BGE team has worked with the following CDDs in the Tampa Bay Area:

- Forest Creek
- Waters Edge
- Belmont
- Summit at Fern Hill
- Timber Creek
- Chapel Crossings
- Concord Station
- Cordoba Ranch
- Cory Lakes
- Cypress Preserve
- Long Lake Ranch
- Longleaf
- Mirabella
- Park Place
- Riverbend West
- Shell Point
- Spring Lake
- Starkey Ranch/TSR
- Suncoast
- Terrabella
- Union Park
- Watergrass I
- Watergrass II

DW Bayview Community Development District
Attn: Rachel Welborn, District Manager
2700 South Falkenburg Drive, Suite 2745
Riverview, Florida 33578
Page 2



- We are committed to making ourselves available whenever and wherever to answer questions and to provide information so that our clients can make informed decisions.

Thank you for giving us the opportunity to present our qualifications and for your thoughtful consideration. We want to be your District Engineer and pledge to do whatever it takes to provide responsive, responsible, and reliable service that is within your budget requirements.

Please do not hesitate to contact me should you have any questions during your review of our proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Philip Chang", with a large, stylized flourish underneath.

Philip Chang, PE
Lead District Engineer



TABLE OF CONTENTS



Tab 1 | Ability and Adequacy of Professional Personnel

QUALIFICATIONS	1
BGE AND TEAM LICENSES	2
ORGANIZATIONAL CHART	4
RESUMES	5

Tab 2 | Consultant's Past Performance

BGE'S PAST PERFORMANCE	11
----------------------------------	----

Tab 3 | Geographic Location

BGE LOCATIONS	13
-------------------------	----

Tab 4 | Willingness to Meet Time and Budget Requirements

WILLINGNESS TO MEET TIME AND BUDGET	14
---	----

Tab 5 | Certified Minority Business Enterprise

WOMEN/MINORITY BUSINESS ENTERPRISE	15
--	----

Tab 6 | Recent, Current, and Projected Workload

BGE'S CURRENT AND PROJECTED WORKLOAD	16
--	----

Tab 7 | Volume of Work Previously Awarded to Consultant by District

VOLUME OF PREVIOUSLY AWARDED WORK	17
---	----

Appendix A

BGE STANDARD FORM 330	A-1
---------------------------------	-----

TAB 1

Ability and Adequacy of Professional Personnel

Qualifications

BGE provides comprehensive civil engineering and construction services across the Southeastern United States. Our broad expertise ensures we can deliver on any project with excellence in design, construction, and management.

Built on integrity and a commitment to outstanding client service, we have fostered relationships that span decades, many lasting over 30 years.

BGE is a privately owned corporation with 55 shareholder partners, led by President and CEO, Randy Randermann, PE.

In 2026, BGE was ranked #125 in the Top 500 Design Firms in the country by Engineering News-Record.

Our staff of over 1,100 employees enables BGE to excel in the following services:

CDD Services

- Stormwater infrastructure assessments
- Pond inspections
- Americans with Disabilities Act (ADA) facility compliance assessments
- Traffic sign and pavement marking condition reports
- Asphalt and concrete condition assessments
- Construction phase observation and assistance
- Engineer's reports
- Infrastructure rehabilitation
- Bond issuance assistance
- Asset management
- Capital improvement planning
- Drainage, hydraulics, and hydrology
- GIS asset management systems

Environmental Services

- Stormwater quality and Stormwater Pollution Prevention Plan
- Environmental documents
- Wetland delineation
- Section 404, Section 10 permits

Surveying

- Topographic and boundary
- Construction staking
- Right-of-way (ROW) mapping
- GPS control/real-time surveying

Utility District Services

- Water supply and distribution
- Water treatment
- Wastewater collection and treatment
- National Pollutant Discharge Elimination System Permitting
- Structural engineering and inspection
- Electrical engineering and Supervisory Control and Data Acquisition Systems
- Lead and copper rule compliance
- Alternative capacity requirement reports for water plant facilities
- Regulatory agency coordination and consultation
- Hydraulic modeling

Land Development

- Large master-planned community developments
- Single-family housing
- Streets, utilities, and drainage
- Feasibility studies
- Golf course grading and drainage

Site Development

- Multi-family housing, retail, educational, healthcare, and churches
- Parks and hike and bike trails
- Commercial and industrial feasibility studies
- LEED and low impact designs

Construction Services

- Construction management
- Project/Owner representation
- Tank inspection services
- Cathodic protection services
- Unmanned Aerial Vehicle inspection and photography

Transportation

- Streets, roadways, highways, and freeways
- Toll roads
- Bridges

Traffic Engineering

- Signal and Intelligent Transportation Systems (ITS)
- Traffic synchronization
- Signing and markings
- Feasibility studies
- Thoroughfare planning
- Traffic impact analysis
- Intersection analysis
- Intersection design

BGE and Team Licenses

**Florida dbpr**
Department of Business
& Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

LICENSEE DETAILS

12:01:18 PM 5/2/2025

Apply for a License

Verify a Licensee

View Food & Lodging Inspections

File a Complaint

Continuing Education Course Search

View Application Status

Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

Licensee Information

Name:	BGE, INC. (Primary Name)
	BGE, INC. (DBA Name)
Main Address:	10777 WESTHEIMER ROAD SUITE 400 HOUSTON Texas 77042
County:	OUT OF STATE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	32116
Status:	Current
Licensure Date:	05/24/2017
Expires:	



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS6889**
Expiration Date: February 28, 2027

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

JIM SULLIVAN
13502 ARTISAN CIR
PALM BEACH GARDENS, FL 33418-5606

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

 Ron DeSantis, Governor

Melanie S. Griffin, Secretary 

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

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

CHANG, PHILIP
3357 COONTIE COURT
NEW PORT RICHEY FL 34655

LICENSE NUMBER: PE57410

EXPIRATION DATE: FEBRUARY 28, 2027

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

 Ron DeSantis, Governor

Melanie S. Griffin, Secretary 

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

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

TETRO, MEGAN MILLER
5426 BAY CENTER DRIVE
SUITE 100
TAMPA FL 33609

LICENSE NUMBER: PE76120

EXPIRATION DATE: FEBRUARY 28, 2027

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

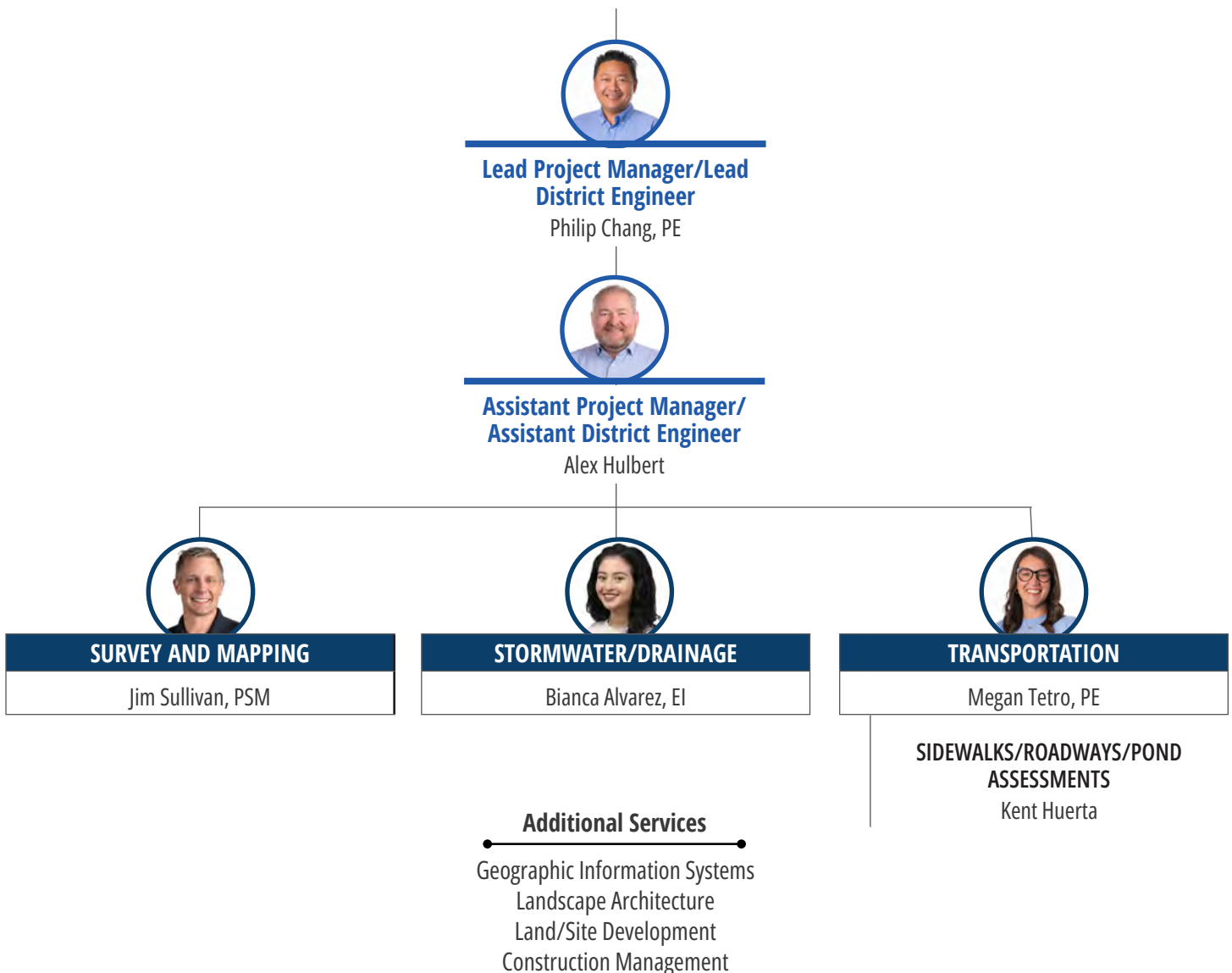
Organizational Chart

At BGE, we understand the role of the District Engineer. We provide insight and expertise to help you make informed decisions. We will do so by communicating frequently with the District Manager and the Field Manager to reduce surprises.

Philip Chang, PE, will be your Lead District Engineer. He has over 31 years of engineering experience including 15 years as a well-respected District Engineer. He oversees our CDD program at BGE and has worked with several CDDs nearby, including Forest Creek and Waters Edge, as well as many others in the Tampa Bay area.

Alex Hulbert has 30 years of experience and will be your Assistant District Engineer. He will manage the day-to-day activities related to neighborhood issues as they arise. He has significant experience resolving drainage issues and assists Philip at other CDDs.

DW Bayview Community Development District



**YEARS EXPERIENCE**

31

EDUCATION

BS, Civil Engineering
McMaster University

**LICENSES/
CERTIFICATIONS**

Florida PE No. 57410
Virginia PE No. 0402041539

CONTACT INFORMATION

5426 Bay Center Drive
Suite 100
Tampa, Florida 33609



O: 813.328.3664
C: 727.534.4852



pchang@bgeinc.com

Philip Chang, PE**LEAD PROJECT MANAGER/LEAD DISTRICT ENGINEER**

Trusted CDD leader with more than 31 years of experience delivering practical, cost-effective solutions that keep communities operating smoothly.

Philip specializes in civil engineering and public works, with a strong background supporting CDDs in the Tampa Bay area. He is known for delivering practical solutions to complex project challenges. His strengths include responsiveness, reliability, clear communication, safety, project management, transportation safety, stormwater management, and ADA compliance.

PROJECT EXPERIENCE**Forest Creek Community Development District**

Parrish, Florida

As District Engineer for this CDD in Manatee County, Philip provided professional services including assessment of drainage issues, pond inspections, sidewalk and pavement assessments, requests for bids/quotes, contractor coordination, construction observation, and other miscellaneous professional services. He also communicated monthly with the Board Chair, providing updates on projects and other ongoing tasks as needed.

Longleaf Community Development District

New Port Richey, Florida

Philip has been the District Engineer for this CDD in the New Port Richey area of Pasco County since 2011. As District Engineer, he provided design improvements to several stormwater management pond outfall structures that had failed, improved stormwater conveyance in the existing storm pipe system, completed regular ADA sidewalk assessments, provided guidance regarding pavement repairs, completed pond inspections, prepared engineer's reports for bond issuance, and provided practical solutions to all the issues that arose in this Traditional Neighborhood Development (TND) community.

Terra Bella Community Development District

Land O'Lakes, Florida

Philip has been the District Engineer for this community in the Land O'Lakes area of Pasco County since 2016. His projects include regulatory sign assessments, traffic-calming analyses, drainage and roadway improvements, sidewalk condition assessments, infrastructure repair bidding, and coordination with contractors.

Riverbend West Community Development District

TSR Community Development District | Ruskin, Florida

As the previous District Engineer, Philip assisted the community with pond inspections for Southwest Florida Water Management District (SWFWMD) certification, coordination of CDD infrastructure repairs and contractors, as well as ROW and CDD parcel verification. Philip also provided assistance and coordination to the onsite manager as needed.

**YEARS EXPERIENCE**

30

EDUCATION

AA, Liberal Arts
Pasco-Hernando Community
College

CONTACT INFORMATION

5426 Bay Center Drive
Suite 100
Tampa, Florida 33609



O: 813.467.7404



ahulbert@bgeinc.com

Alex Hulbert**ASSISTANT PROJECT MANAGER/ASSISTANT DISTRICT ENGINEER**

Hands-on problem solver known for resolving day-to-day CDD issues quickly and effectively, with 30 years of proven experience.

Alex has 30 years of project management and civil design experience in land development, site design, and municipal projects. He specializes in land and site development design, including land planning, stormwater drainage systems, utilities, and permitting/coordination efforts. He has served as Project Manager on large-scale residential, commercial, mixed-use developments, parks, stormwater management, utility improvements, roadway projects, and infrastructure design projects in the Eastern United States.

PROJECT EXPERIENCE**Cordoba Ranch Community Development District**

Lutz, Florida

Alex is the Principal in Charge of this CDD in Hillsborough County. In this role, he provides oversight to the Lead District Engineer to address issues related to drainage structure assessments, drainage problem resolution, roadway and asphalt condition assessments, ROW maintenance, and parcel ownership verification and resolution.

Watergrass Community Development Districts I and II

Wesley Chapel, Florida

Alex has supported the District Engineer at these communities in the Wesley Chapel area of Pasco County. Projects at this District have included sidewalk condition assessments, ADA compliance, and pond inspections for SWFWMD certification, as well as responding to resident inquiries and facilitating discussions between the District and the County. He also provided support to the District Engineer related to new bond issuances.

Longleaf Community Development District

New Port Richey, Florida

Alex supports the District Engineer at this CDD in Pasco County. The District Engineer partnered with the District to address issues related to outfall structures at stormwater management ponds, conveyance in the existing storm pipe system, and ADA compliance. Additionally, Alex completed engineering reports for bond issuance, performed pond inspections, and provided guidance for pavement repairs in this TND.

Veterans Affairs Clinic

Island 301 LLC | Zephyrhills, Florida

Alex served as the Project Manager for the site design of a 10-acre commercial master plan with a United States Department of Veterans Affairs clinic as the anchor. The project included due diligence, conceptual site design, rezoning, master storm drainage in a basin of special concern, floodplain compensation, utility design, grading, site layout, and permitting.



Jim Sullivan, PSM

SURVEY AND MAPPING

Highly experienced surveyor combining military-informed discipline and modern survey technology to deliver accurate, efficient results for CDDs.

Jim is a registered Professional Surveyor and Mapper with 37 years of experience. He began his career in the U.S. Army before graduating from East Tennessee State University with a Bachelor of Science in Surveying and Mapping. He is an experienced Project Manager in many disciplines of land surveying, which has allowed him to apply the latest survey technology to everyday solutions, resulting in cost savings and schedule efficiencies on a variety of design projects. Jim also holds the Occupational Safety and Health Administration 10-hour Construction Safety and Health certification.

YEARS EXPERIENCE

37

EDUCATION

BS, Surveying and Mapping East Tennessee State University

Technical Engineering Specialist United States Army

LICENSES/ CERTIFICATIONS

Florida PSM No. LS6889

CONTACT INFORMATION



4440 PGA Boulevard
Suite 104
Palm Beach Gardens,
Florida 33410



O: 561.485.0824



jsullivan@bgeinc.com

PROJECT EXPERIENCE

Cordoba Ranch Community Development District - Park Parcel Transfers

Lutz, Florida

Jim was the Surveyor of Record for this project, which required an exchange of properties between the client and the Homeowners Association (HOA) following an insurance adjuster's review. He prepared exhibits based on field verification of roadways, parking areas, and recreational facilities. In addition, Jim prepared sketches and property descriptions for use by District Counsel and the HOA attorney to finalize the land transfers.

Spring Lake Community Development District - Encroachment Verification

Spring Lake Community Development District | Riverview, Florida

Jim served as the Surveyor of Record for the field verification of potential permanent encroachments into Spring Lake CDD property by a homeowner who made backyard improvements as part of a swimming pool construction project. He prepared an exhibit illustrating the property boundaries and identifying improvements that extended beyond the homeowner's property onto CDD property. The exhibit was prepared for use by District Counsel.

Deerpark Boulevard and State Road (SR) 207 Intersection

St. Johns County | Elkton, Florida

Jim served as the Surveyor of Record for the design survey to improve the intersection and address County comments for an industrial land development project. The intersection, located less than half a mile from IH-95, has experienced accidents and near misses due to the development of numerous warehouses. Trucks crossing traffic to turn left (eastbound) onto IH-95 without a signal have raised concerns among nearby subdivisions. Jim surveyed 1,200 feet of SR 207 and 300 feet along the side streets. He established the ROW, researched easements, performed a topographic survey that included overhead wire clearances, and reviewed encroachments. Underground utilities were located at Quality Level B, mapped, and incorporated into the survey.



Bianca Alvarez, EI

STORMWATER/DRAINAGE

Detail-oriented drainage engineer who navigates complex permitting and stormwater challenges to keep projects moving forward efficiently.

Bianca has 3 years of experience, all with BGE, as a certified Engineer Intern (EI) working on civil design and land development projects. She has expertise in due diligence, stormwater design, potable water, wastewater system design, and in the permitting process.

YEARS EXPERIENCE

3

EDUCATION

BS, Civil Engineering
University of North Florida

LICENSES/ CERTIFICATIONS

Florida EI No. 1100026948

CONTACT INFORMATION



10151 Deerwood Park
Boulevard
Building 200, Suite 200
Jacksonville, Florida 32256



O: 904.469.0935



balvarez@bgeinc.com

PROJECT EXPERIENCE

Imeson Port Center Phase 1 Mod, Phase 2 Mass Grading, and Phase 3 Mass Grading

City of Jacksonville | Jacksonville, Florida

Bianca served as the Drainage Engineer for all phases of the project, which were permitted through the City of Jacksonville (COJ), St. Johns River Water Management District (SJRWMD), and Florida Department of Transportation (FDOT). She also contributed to the construction plans approved by COJ. The project site was initially undeveloped. For the Phase I modification, Bianca designed the lift station and performed potable hydraulic calculations, securing approvals from the Jacksonville Electric Authority (JEA) and the Florida Department of Environmental Protection. She reviewed and coordinated with the contractor on shop drawings and requests for information. She is currently managing the JEA closeout process, which is expected to be finalized soon.

Maintenance Facility at Sawgrass Country Club

Sawgrass Country Club | St. Johns County, Florida

Bianca was the Drainage Engineer on this project, which was permitted by St. Johns County (SJC) and the SJRWMD. She assisted with the construction plans approved by SJC. The project site included an existing drainage system, stormwater management facilities (SWMF), and a maintenance facility. The scope involved expanding the maintenance facility and implementing drainage improvements, including revising the SWMFs and stormwater pipe network.

Take 5 Oil Change Facility Improvements

City of Jacksonville | Jacksonville, Florida

Bianca is currently the Drainage Engineer on this project on Atlantic Boulevard. She has been coordinating with the SJRWMD to address all drainage-related comments.

Tennis Facility Improvements

Sawgrass Country Club | St. Johns County, Florida

Bianca is working on site planning, utility revisions, and drainage improvements for the Sawgrass Country Club. She is currently working on obtaining permits for this project with SJC. The project site has an existing building, tennis courts, and a sidewalk, but is currently having drainage issues.



Megan Tetro, PE

TRANSPORTATION

Transportation leader with deep FDOT expertise, specializing in safety-focused roadway solutions delivered under demanding schedules.

Megan is Director of Transportation Systems in BGE's Tampa office. She is a client-focused professional engineer with a diverse background in project management and roadway design. Since 2008, she has managed design-build projects and task work order (TWO)-driven contracts and designed various interchange reconstruction, resurfacing, restoration, and rehabilitation, shared-use path, and safety improvement projects. Megan excels at problem-solving during the design process and communicating with her clients to provide efficient design solutions.

YEARS EXPERIENCE

18

EDUCATION

BS, Civil Engineering
Florida State University

LICENSES/ CERTIFICATIONS

Florida PE No. 76120

CONTACT INFORMATION



5426 Bay Center Drive
Suite 100
Tampa, Florida 33609



O: 813.328.3589
C: 904.544.3988



mtetro@bgeinc.com

PROJECT EXPERIENCE

Districtwide Design-Build Pushbutton Contracts I and II

FDOT District 1 | Bartow, Florida

Megan served as the Project Manager for both contracts, which focused on two safety improvements to be designed and constructed within 365 days or less. Elements of work included milling and resurfacing, roadway widening, median modifications, drainage improvements, signing and pavement markings, intersection lighting, signalization, and pedestrian upgrades such as curb ramps, crosswalks, and signals. Geotechnical, survey, and subsurface utility engineering investigations were also required for these TWOs. Megan facilitated design services for up to six simultaneous TWOs and oversaw nearly 100 TWOs under the combined contracts.

I-10 Widening from I-295 to I-95 Design-Build

FDOT District 2 | Jacksonville, Florida

Megan served as the temporary traffic control Engineer of Record for this I-10 widening project, from approximately 3,700 feet west of the I-295 interchange to 1,900 feet east of Stockton Street. Elements of work included asphalt and concrete pavement widening along I-10; widening of 12 bridges; redesign of multiple minor streets under I-10, including intersections, sidewalk additions, widening, and milling and resurfacing; and replacement of the existing Cedar River bridge culvert. Additional elements of work included drainage, ITS, lighting, landscape opportunity planning, signing and pavement markings, water and sewer design, surveying, and geotechnical engineering.

I-75 Widening Design-Build from South of SR 50 to Hernando/Sumter County Line

FDOT District 7 | Brooksville, Florida

Megan served as the assistant Project Manager and Lead Roadway Engineer, responsible for cross-discipline design coordination on this \$94 million design-build project. The project included widening and reconstructing 6 miles of I-75 in Hernando County and reconstructing the US 98/SR 50/Cortez Boulevard interchange as a single-point urban interchange. The I-75 bridges over US 98 were replaced with single-span steel girder bridges to accommodate future ten-lane I-75 and eight-lane US 98 sections. Approximately 1 mile of US 98 was widened and reconstructed with concrete pavement within interchange limits.

**YEARS EXPERIENCE**

1

EDUCATION

BS, Civil Engineering
University of South Florida

CONTACT INFORMATION

5426 Bay Center Drive
Suite 100
Tampa, Florida 33609



O: 813.501.2643



khuerta@bgeinc.com

Kent Huerta**SIDEWALKS/ROADWAYS/POND ASSESSMENTS**

Field-focused engineer providing clear, well-documented condition assessments that help CDDs prioritize repairs and capital improvements.

Kent has 1 year of progressive experience in civil engineering/land development, including services to CDDs, cities, and counties. His specialties include data collection, field reviews, and construction documentation. His strengths include GIS data collection, visual documentation, and project implementation.

PROJECT EXPERIENCE**Waters Edge Community Development District**

Parrish, Florida

Kent completed assessments of the permitted stormwater system for multiple phases within the Waters Edge CDD. As part of the tasks, he provided assessments of the observed conditions, including photographic documentation and detailed summaries, which were compiled and saved in a GIS database for future retrieval. The assessments and reports were used to obtain contractor quotes to make the necessary repairs so the system could operate as intended.

Watergrass Community Development District II

Wesley Chapel, Florida

Kent completed condition assessments of the storm system (storm structures and stormwater ponds) as periodically required by the SWFWMD. These assessments included documentation (photos, condition assessments, etc) stored in a retrievable GIS database. Comprehensive reports were also prepared detailing the observations and recommended repairs, which were then used to obtain contractor quotes to complete the repairs. He was also part of the team assessing options to improve and expand parking at the District's main community park.

Mirabella Community Development District

Wimauma, Florida

Kent provided condition assessments of storm structures and stormwater ponds within this CDD. These assessments included documentation, reporting, and recommended repairs. Ultimately, repair quotes were obtained from contractors experienced in addressing issues commonly associated with CDDs.

Cordoba Ranch Community Development District

Lutz, Florida

Kent reported to the District Engineer for this CDD in Hillsborough County. In this role, he completed field reviews of drainage improvements and pavement condition assessments. He is part of the team currently assessing future roadway improvements to be completed under a phased capital improvement program.

TAB 2

Consultant's Past Performance

BGE's Past Performance

Waters Edge Community Development District

Parrish, Florida



BGE's Lead District Engineer has supported this CDD for nearly a decade, providing proactive, full-service engineering expertise. Our work includes comprehensive drainage assessments, detailed pond inspections, contractor coordination, bid and proposal management, construction observation, and a range of specialized professional services to meet the district's unique operational needs. In addition, we have worked effectively with the district's vendors to advance stalled projects, ensuring timely progress and reinforcing our commitment to delivering reliable, solutions-oriented engineering support.

Client

Amanda Ferguson
District Manager
Governmental Management Services
435 10th Avenue West
Suite 200
Palmetto, Florida 34221
813.344.4844
aferguson@gms-tampa.com

Summit at Fern Hill Community Development District

Riverview, Florida



As the District Engineer for the Summit at Fern Hill CDD, BGE is responsible for assessing drainage issues, conducting pond inspections, soliciting bids and quotes, coordinating with contractors, verifying easements, and providing other professional engineering services as required. BGE also responds to resident and board inquiries and verifies encroachments on CDD-owned parcels.

Client

Heather Jackson
District Manager
Inframark, LLC
2005 Pan Am Circle
Suite 300
Tampa, Florida 33607
656.258.5167
heather.jackson@inframark.com

Belmont Community Development District

Ruskin, Florida



BGE serves as the trusted District Engineer for this CDD, providing proactive, full-service engineering support. Our team delivers drainage assessments, detailed pond inspections, efficient contractor coordination, bid and proposal management, construction observation, and other specialized professional services tailored to the district's needs. BGE is working collaboratively with Hillsborough County staff to advance critical safety enhancements at one of the community's major intersections. This ensures residents benefit from a safer, more efficient transportation network and demonstrates our commitment to long-term community well-being.

Client

Jason Greenwood District Manager
Governmental Management Services
4530 Eagle Falls Place
Tampa, Florida 33619
813.344.4844
jgreenwood@gms-tampa.com

Terra Bella Community Development District

Land O'Lakes, Florida



In addition to performing regular duties as the district engineer, BGE provided engineering and survey services to this CDD in the Land O'Lakes area of Pasco County. Condition assessments were conducted to identify and quantify damage resulting from two major storm events (Hurricanes Helene and Milton) that impacted the Tampa Bay area. Rainfall ranged from 19- to 24-inches over the two-week period between the hurricanes. Topographic surveys were conducted to verify grading and elevations associated with stormwater infrastructure. An engineering report summarizing findings and recommendations was prepared to address the identified issues.

Client

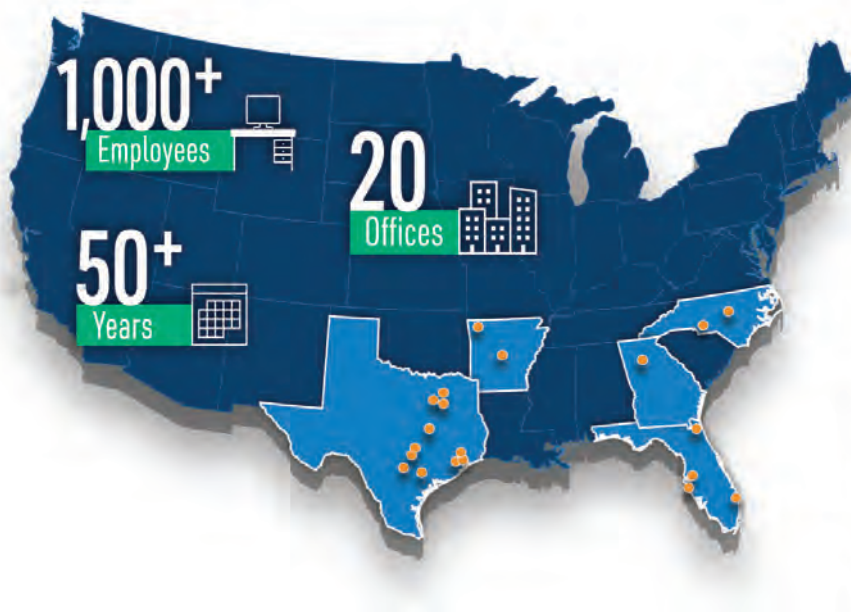
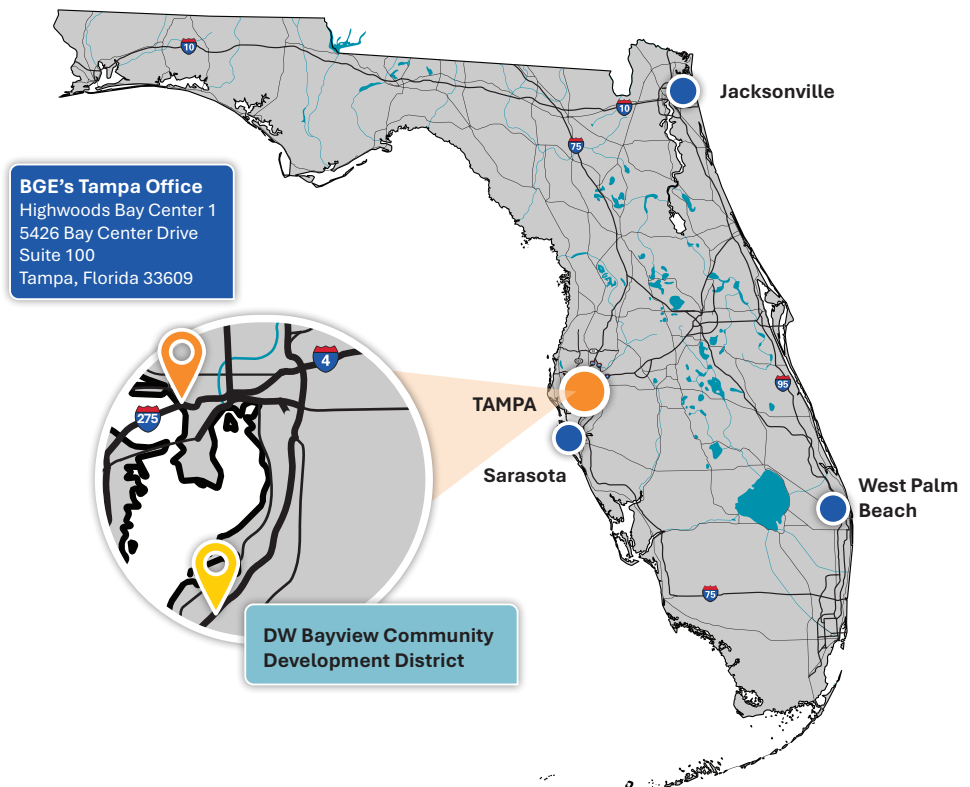
Jason Greenwood District Manager
Governmental Management Services
4530 Eagle Falls Place
Tampa, Florida 33619
813.344.4844
jgreenwood@gms-tampa.com

TAB 3

Geographic Location

BGE Locations

The BGE Tampa office is located approximately 42 miles from DW Bayview CDD and will serve as the primary provider of District Engineering services for your community. Should additional support be required beyond the Tampa team, one of BGE's three additional offices within Florida will be available to assist. BGE is headquartered in Houston, Texas, and maintains a national presence with 22 offices and a professional staff of over 1,100.



ARKANSAS
Fayetteville
Jacksonville

FLORIDA
Jacksonville
Sarasota
Tampa
West Palm Beach

GEORGIA
Atlanta

NORTH CAROLINA
Charlotte
Raleigh

TEXAS
Austin (North)
Austin (South)
Dallas
Fort Worth
Frisco
Hallettsville
Houston
Katy
San Antonio
The Woodlands
Waco

BGE's 22 offices, including the firm's headquarters, located in Houston at 10777 Westheimer Road, Suite 400 Houston, Texas 77042.

TAB 4

Willingness to Meet Time and Budget Requirements

Willingness to Meet Time and Budget

Our Lead District Engineer, Philip Chang, PE, has a track record of working with CDDs for 15 years in the Tampa Bay area. He understands the time and budget constraints that are typically experienced by the District. That is why his approach to addressing community issues is to provide practical solutions instead of unnecessarily over-engineering a proposed fix.

Our practical approach was recently demonstrated in a community where several pond structures needed repairs. We created a straightforward exhibit that included photographic documentation and record drawings to communicate the necessary repairs to a contractor, eliminating the need for complex engineering construction plans. This not only resulted in significant cost savings for the CDD regarding the bid documents but also allowed us to provide information to the contractor without delay. We intend to apply this same practical approach to all projects within DW Bayview CDD.



Additionally, the makeup of our CDD team ranges from engineering graduates to highly experienced licensed professional engineers. As such, we can staff a project appropriately based on the complexity of the issue(s) and the level of experience necessary to provide a practical solution. We were able to put this into practice recently with one of our graduate engineers who was tasked with photo-documenting roadway conditions in a community for subsequent review and assessment by the district engineer. By doing so, not only were our resources managed wisely, but we also met the needs of the district while also being cognizant of their budgetary constraints. This intentional management and scheduling of our staff and projects will be applied to the benefit of DW Bayview.

Why It Matters

With our continued practical approach to solving problems and thoughtful allocation of resources, we are confident that we will not only meet, but exceed your expectations with regard to your time and budget requirements.

TAB 5

Certified Minority Business Enterprise

Women/Minority Business Enterprise

While BGE is not a Women/Minority Business Enterprise (W/MBE) or Small Local Business Enterprise, we consistently demonstrate a strong commitment to W/MBE participation across our projects. We integrate W/MBE goals into our project management and staffing plans to ensure meaningful roles for certified firms. Our commitment is built upon:

EXCEEDING GOALS

BGE routinely meets or exceeds participation targets, often surpassing required percentages through strategic assignments and accountability measures.



PROACTIVE TEAM INTEGRATION

BGE treats subconsultants as part of its core team, reviewing resumes, interviewing staff, and incorporating them into monthly staffing meetings.

MENTORSHIP AND DEVELOPMENT

BGE actively mentors small and minority-owned firms through formal programs (e.g., Mentor-Mentee Program) and informal partnerships, fostering growth and sustainability.



TAB 6

Recent, Current, and Projected Workload

BGE's Current and Projected Workload



With over 1,100 employees across the firm, BGE's "One Team" approach allows us to adjust to workload fluctuations across our offices and regions. BGE's team of experts has the capacity to successfully partner with the District.



LEADERSHIP IN ACTION

Philip Chang, PE, guiding the project team toward successful outcomes.

The table below illustrates our team's current and projected workload and their ability to meet the needs of the District.

Team Member	Role	Current Workload	Projected Workload
Philip Chang, PE	Lead District Engineer	65%	50%
Alex Hulbert	Assistant District Engineer	75%	65%
Jim Sullivan, PSM	Surveying and Mapping	75%	65%
Bianca Alvarez, EI	Stormwater/Drainage	80%	70%
Megan Tetro, PE	Transportation	75%	65%
Kent Huerta	Sidewalks/Roadways/Pond Assessments	80%	70%

TAB 7

**Volume of Work Previously Awarded
to Consultant by District**

Volume of Previously Awarded Work

While the District has not previously awarded us work, we come prepared with a depth of expertise, a broad range of multidisciplinary services, and a proven track record supporting numerous CDDs with similar needs.

As a firm with over 1,000 employees and 20 offices, including four in Florida, our team is very familiar with the expectations, responsiveness, and stewardship required to serve a district effectively, and we have the staffing, structure, and commitment to step in seamlessly. We are fully equipped to deliver thoughtful guidance, reliable engineering support, and proactive problem-solving from the moment we are engaged.



“

We are enthusiastic about partnering with the District and are ready to provide District Engineering services immediately upon selection by the Board and the execution of an engineering services contract.

Philip Chang, PE - Lead District Engineer

APPENDIX A

BGE Standard Form 330

ARCHITECT – ENGINEER QUALIFICATIONS

PART I – CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

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

RFQ for Engineering Services for the DW Bayview Community Development District

2. PUBLIC NOTICE DATE

June 5, 2026

3. SOLICITATION OR PROJECT NUMBER

N/A

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Philip Chang, PE

5. NAME OF FIRM

BGE, Inc.

6. TELEPHONE NUMBER

813.328.3664

7. FAX NUMBER

N/A

8. E-MAIL ADDRESS

pchang@bgeinc.com

C. PROPOSED TEAM

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

	CHECK			9. FIRM NAME [X] CHECK IF BRANCH OFFICE	10. ADDRESS	11. ROLE IN THIS CONTRACT
	Prime	J-V Partner	Subcontractor			
a.	☒			BGE, Inc. [X] CHECK IF BRANCH OFFICE	5426 Bay Center Drive, Suite 100, Tampa, Florida 33609	Lead District Engineer
b.				[] CHECK IF BRANCH OFFICE		
c.				[] CHECK IF BRANCH OFFICE		
d.				[] CHECK IF BRANCH OFFICE		
e.				[] CHECK IF BRANCH OFFICE		
f.				[] CHECK IF BRANCH OFFICE		
g.				[] CHECK IF BRANCH OFFICE		
h.				[] CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

[X] (Attached)

DW Bayview Community Development District



**Lead Project Manager/Lead
District Engineer**

Philip Chang, PE



**Assistant Project Manager/
Assistant District Engineer**

Alex Hulbert



SURVEY AND MAPPING

Jim Sullivan, PSM



STORMWATER/DRAINAGE

Bianca Alvarez, EI



TRANSPORTATION

Megan Tetro, PE

**SIDEWALKS/ROADWAYS/POND
ASSESSMENTS**

Kent Huerta

Additional Services

Geographic Information Systems
Landscape Architecture
Land/Site Development
Construction Management

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Philip Chang, PE	Lead Project Manager	A. TOTAL	B. WITH CURRENT FIRM
	Lead District Engineer	31	2
15. FIRM NAME AND LOCATION (CITY AND STATE) BGE, Inc., Tampa, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION) BS, Civil Engineering, McMaster University		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Florida PE No. 57410, Virginia PE No. 0402041539	
18. OTHER PROFESSIONAL QUALIFICATIONS (PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.) Florida Department of Environmental Protection Qualified Stormwater Management Inspector American Public Works Association			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICE	CONSTRUCTION (If Applicable)
a.	Forest Creek Community Development District Parrish, Florida	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE [X] Check if project performed with current firm As District Engineer for this Community Development District (CDD) in Manatee County, Philip provided professional services including assessment of drainage issues, pond inspections, sidewalk and pavement assessments, requests for bids/quotes, contractor coordination, construction observation, and other miscellaneous professional services. He also communicated monthly with the Board Chair, providing updates on projects and other ongoing tasks as needed.		
b.	Longleaf Community Development District New Port Richey, Florida	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE [X] Check if project performed with current firm Philip has been the District Engineer for this CDD in the New Port Richey area of Pasco County since 2011. As District Engineer, he provided design improvements to several stormwater management pond outfall structures that had failed, improved stormwater conveyance in the existing storm pipe system, completed regular Americans with Disabilities Act (ADA) sidewalk assessments, provided guidance regarding pavement repairs, completed pond inspections, prepared engineer's reports for bond issuance, and provided practical solutions to all the issues that arose in this Traditional Neighborhood Development (TND) community.		
c.	Terra Bella Community Development District Land O'Lakes, Florida	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE [X] Check if project performed with current firm Philip has been the District Engineer for this community in the Land O'Lakes area of Pasco County since 2016. His projects include regulatory sign assessments, traffic-calming analyses, drainage and roadway improvements, sidewalk condition assessments, infrastructure repair bidding, and coordination with contractors.		
d.	Riverbend West Community Development District Ruskin, Florida	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE [X] Check if project performed with current firm As the previous District Engineer, Philip assisted with pond inspections for Southwest Florida Water Management District (SWFWMD) certification, coordinated CDD infrastructure repairs and contractors, and verified Right-of-way (ROW) and CDD parcels. He also supported the onsite manager as needed.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Alex Hulbert	Assistant Project Manager/Assistant District Engineer	A. TOTAL	B. WITH CURRENT FIRM
		30	5
15. FIRM NAME AND LOCATION (CITY AND STATE) BGE, Inc., Tampa, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION) AA, Liberal Arts, Pasco-Hernando Community College		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)	
18. OTHER PROFESSIONAL QUALIFICATIONS (PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICE	CONSTRUCTION <i>(If Applicable)</i>
Cordoba Ranch Community Development District Lutz, Florida	Ongoing	N/A
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE [X] <i>Check if project performed with current firm</i>		
a. Alex is the Principal in Charge of this CDD in Hillsborough County. In this role, he provides oversight to the Lead District Engineer to address issues related to drainage structure assessments, drainage problem resolution, roadway and asphalt condition assessments, ROW maintenance, and parcel ownership verification and resolution.		
(1) TITLE AND LOCATION <i>(City and State)</i> Watergrass Community Development Districts I and II Wesley Chapel, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICE Ongoing CONSTRUCTION <i>(If Applicable)</i> N/A	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE [X] <i>Check if project performed with current firm</i>		
b. Alex has supported the District Engineer at these communities in the Wesley Chapel area of Pasco County. Projects at this District have included sidewalk condition assessments, ADA compliance, and pond inspections for SWFWMD certification, as well as responding to resident inquiries and facilitating discussions between the District and the County. He also provided support to the District Engineer related to new bond issuances.		
(1) TITLE AND LOCATION <i>(City and State)</i> Longleaf Community Development District New Port Richey, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICE Ongoing CONSTRUCTION <i>(If Applicable)</i> N/A	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE [X] <i>Check if project performed with current firm</i>		
c. Alex supports the District Engineer at this CDD in Pasco County. The District Engineer partnered with the District to address issues related to outfall structures at stormwater management ponds, conveyance in the existing storm pipe system, and ADA compliance. Additionally, Alex completed engineering reports for bond issuance, performed pond inspections, and provided guidance for pavement repairs in this TND.		
(1) TITLE AND LOCATION <i>(City and State)</i> Veterans Affairs Clinic Zephyrhills, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICE Ongoing CONSTRUCTION <i>(If Applicable)</i> N/A	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE [X] <i>Check if project performed with current firm</i>		
d. Alex served as the Project Manager for the site design of a 10-acre commercial master plan with a United States Department of Veterans Affairs clinic as the anchor. The project included due diligence, conceptual site design, rezoning, master storm drainage in a basin of special concern, floodplain compensation, utility design, grading, site layout, and permitting.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Jim Sullivan, PSM	Survey and Mapping	A. TOTAL 37	B. WITH CURRENT FIRM 10
15. FIRM NAME AND LOCATION (CITY AND STATE) BGE, Inc., Tampa, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION) BS, Surveying and Mapping, East Tennessee State University Technical Engineering Specialist United States Army		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Florida PSM No. LS6889	
18. OTHER PROFESSIONAL QUALIFICATIONS (PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICE	CONSTRUCTION <i>(If Applicable)</i>
a.	Cordoba Ranch Community Development District - Park Parcel Transfers Lutz, Florida	2024	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Jim was the Surveyor of Record for this project, which required an exchange of properties between the client and the Homeowners Association (HOA) following an insurance adjuster's review. He prepared exhibits based on field verification of roadways, parking areas, and recreational facilities. In addition, Jim prepared sketches and property descriptions for use by District Counsel and the HOA attorney to finalize the land transfers.		
b.	Spring Lake Community Development District - Encroachment Verification Riverview, Florida	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Jim served as the Surveyor of Record for the field verification of potential permanent encroachments into Spring Lake CDD property by a homeowner who made backyard improvements as part of a swimming pool construction project. He prepared an exhibit illustrating the property boundaries and identifying improvements that extended beyond the homeowner's property onto CDD property. The exhibit was prepared for use by District Counsel.		
c.	Deerpark Boulevard and State Road 207 Intersection Elkton, Florida	2024	2024
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Jim served as the Surveyor of Record for the design survey to improve the intersection and address County comments for an industrial land development project. The intersection, located less than half a mile from IH-95, has experienced accidents and near misses due to the development of numerous warehouses. Trucks crossing traffic to turn left (eastbound) onto IH-95 without a signal have raised concerns among nearby subdivisions. Jim surveyed 1,200 feet of State Road 207 and 300 feet along the side streets. He established the ROW, researched easements, performed a topographic survey that included overhead wire clearances, and reviewed encroachments. Underground utilities were located at Quality Level B, mapped, and incorporated into the survey.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Bianca Alvarez, EI	Stormwater/Drainage	A. TOTAL 3	B. WITH CURRENT FIRM 3
15. FIRM NAME AND LOCATION (CITY AND STATE) BGE, Inc., Jacksonville, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION) BS, Civil Engineering, University of North Florida		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Florida EI No. 1100026948	
18. OTHER PROFESSIONAL QUALIFICATIONS (PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICE	CONSTRUCTION <i>(If Applicable)</i>
a.	Imeson Port Center Phase 1 Mod, Phase 2 Mass Grading, and Phase 3 Mass Grading Jacksonville, Florida	2025	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Bianca served as the Drainage Engineer for all phases of the project, which were permitted through the City of Jacksonville (COJ), St. Johns River Water Management District (SJRWMD), and Florida Department of Transportation (FDOT). She also contributed to the construction plans approved by COJ. The project site was initially undeveloped. For the Phase I modification, Bianca designed the lift station and performed potable hydraulic calculations, securing approvals from the Jacksonville Electric Authority (JEA) and the Florida Department of Environmental Protection. She reviewed and coordinated with the contractor on shop drawings and requests for information. She is currently managing the JEA closeout process, which is expected to be finalized soon.		
b.	Maintenance Facility at Sawgrass Country Club St. Johns County, Florida	2025	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Bianca was the Drainage Engineer on this project, which was permitted by St. Johns County (SJC) and the SJRWMD. She assisted with the construction plans approved by SJC. The project site included an existing drainage system, stormwater management facilities (SWMF), and a maintenance facility. The scope involved expanding the maintenance facility and implementing drainage improvements, including revising the SWMFs and stormwater pipe network.		
c.	Take 5 Oil Change Facility Improvements Jacksonville, Florida	2025	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Bianca is currently the Drainage Engineer on this project on Atlantic Boulevard. She has been coordinating with the SJRWMD to address all drainage-related comments.		
d.	Tennis Facility Improvements St. Johns County, Florida	2025	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Bianca is working on site planning, utility revisions, and drainage improvements for the Sawgrass Country Club. She is currently working on obtaining permits for this project with SJC. The project site has an existing building, tennis courts, and a sidewalk, but is currently having drainage issues.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Megan Tetro, PE	Transportation	A. TOTAL 18	B. WITH CURRENT FIRM 1
15. FIRM NAME AND LOCATION (CITY AND STATE) BGE, Inc., Tampa, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION) BS, Civil Engineering, Florida State University		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Florida PE No. 76120	
18. OTHER PROFESSIONAL QUALIFICATIONS (PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICE	CONSTRUCTION <i>(If Applicable)</i>
a.	Districtwide Design-Build Pushbutton Contracts I and II Bartow, Florida	2024	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Megan served as the Project Manager for both contracts, which focused on two safety improvements to be designed and constructed within 365 days or less. Elements of work included milling and resurfacing, roadway widening, median modifications, drainage improvements, signing and pavement markings, intersection lighting, signalization, and pedestrian upgrades such as curb ramps, crosswalks, and signals. Geotechnical, survey, and subsurface utility engineering investigations were also required for these task work order (TWOs). Megan facilitated design services for up to six simultaneous TWOs and oversaw nearly 100 TWOs under the combined contracts.		
b.	I-10 Widening from I-295 to I-95 Design-Build Jacksonville, Florida	2021	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Megan served as the temporary traffic control Engineer of Record for this I-10 widening project, from approximately 3,700 feet west of the I-295 interchange to 1,900 feet east of Stockton Street. Elements of work included asphalt and concrete pavement widening along I-10; widening of 12 bridges; redesign of multiple minor streets under I-10, including intersections, sidewalk additions, widening, and milling and resurfacing; and replacement of the existing Cedar River bridge culvert. Additional elements of work included drainage, Intelligent Transportation Systems (ITS), lighting, landscape opportunity planning, signing and pavement markings, water and sewer design, surveying, and geotechnical engineering.		
c.	I-75 Widening Design-Build from South of SR 50 to Hernando/Sumter County Line Brooksville, Florida	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Megan served as the Assistant Project Manager and Lead Roadway Engineer, responsible for cross-discipline design coordination on this \$94 million design-build project. The project included widening and reconstructing 6 miles of I-75 in Hernando County and reconstructing the US 98/SR 50/Cortez Boulevard interchange as a single-point urban interchange. The I-75 bridges over US 98 were replaced with single-span steel girder bridges to accommodate future ten-lane I-75 and eight-lane US 98 sections. Approximately 1 mile of US 98 was widened and reconstructed with concrete pavement within interchange limits.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Kent Huerta	Sidewalks/Roadways/ Pond Assessments	A. TOTAL	B. WITH CURRENT FIRM
		1	1
15. FIRM NAME AND LOCATION (CITY AND STATE) BGE, Inc., Tampa, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION) BS, Civil Engineering, University of South Florida		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Engineer Intern	
18. OTHER PROFESSIONAL QUALIFICATIONS (PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICE	CONSTRUCTION <i>(If Applicable)</i>
a.	Waters Edge Community Development District Parrish, Florida	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Kent completed assessments of the permitted stormwater system for multiple phases within the Waters Edge CDD. As part of the tasks, he provided assessments of the observed conditions, including photographic documentation and detailed summaries, which were compiled and saved in a Geographic Information System (GIS) database for future retrieval. The assessments and reports were used to obtain contractor quotes to make the necessary repairs so the system could operate as intended.		
b.	Watergrass Community Development District II Wesley Chapel, Florida	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Kent completed condition assessments of the storm system (storm structures and stormwater ponds) as periodically required by the SWFWMD. These assessments included documentation (photos, condition assessments, etc.) stored in a retrievable GIS database. Comprehensive reports were also prepared detailing the observations and recommended repairs, which were then used to obtain contractor quotes to complete the repairs. He was also part of the team assessing options to improve and expand parking at the District's main community park.		
c.	Mirabella Community Development District Wimauma, Florida	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Kent provided condition assessments of storm structures and stormwater ponds within this CDD. These assessments included documentation, reporting, and recommended repairs. Ultimately, repair quotes were obtained from contractors experienced in addressing issues commonly associated with CDDs.		
d.	Cordoba Ranch Community Development District Lutz, Florida	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm		
	Kent reported to the District Engineer for this CDD in Hillsborough County. In this role, he completed field reviews of drainage improvements and pavement condition assessments. He is part of the team currently assessing future roadway improvements to be completed under a phased capital improvement program.		

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

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

20. EXAMPLE PROJECT
KEY NUMBER

01

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
Forest Creek Community Development District Parrish, Florida	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
	Ongoing	N/A

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
Forest Creek Community Development District	Ms. Heather Jackson District Manager	813.991.1140

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

As District Engineer for this CDD in Manatee County, BGE provides professional engineering and survey services related to the assessment of drainage issues, pond inspections, sidewalk and pavement assessments, requests for bids/quotes, contractor coordination, construction observation, and any other services as requested.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2).FIRM LOCATION (CITY, STATE)	(3) ROLE
a.	BGE, Inc.	Tampa, Florida	District Engineer
	(1) FIRM NAME	(2).FIRM LOCATION (CITY, STATE)	(3) ROLE
b.			

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

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

20. EXAMPLE PROJECT
KEY NUMBER

02

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED
Cordoba Ranch Community Development District Lutz, Florida	PROFESSIONAL SERVICES Ongoing
	CONSTRUCTION (If Applicable) N/A

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
Cordoba Ranch Community Development	Ms. Samantha Zanoni District Manager	813.873.7300

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

BGE is the District Engineer for this unique Community Development District in Lutz in Hillsborough County. In this role, BGE has assisted the community with addressing issues related to failed drainage structures, poor drainage, roadway and asphalt damage, ROW maintenance issues, and parcel ownership verification resolution, and professional survey services.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2).FIRM LOCATION (CITY, STATE)	(3) ROLE
a.	BGE, Inc.	Tampa, Florida	District Engineer
	(1) FIRM NAME	(2).FIRM LOCATION (CITY, STATE)	(3) ROLE
b.	BGE, Inc.	Tampa, Florida	Survey Services

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

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

20. EXAMPLE PROJECT
KEY NUMBER

03

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
Terra Bella Community Development District Land O'Lakes, Florida	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
	Ongoing	N/A

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
Terra Bella Community Development District	Mr. Jason Greenwood District Manager	813.344.4844

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

In addition to District Engineering Services, BGE provided engineering and survey services to this CDD in the Land O'Lakes area of Pasco County to identify and quantify damage that resulted from two major storm events (Hurricanes Helene and Milton), which impacted the Tampa Bay area. Rainfall amounts ranged from 19- to 24-inches between the two hurricanes which occurred in the span of two weeks. Topographic services were also provided to verify grading and elevations related to stormwater infrastructure. An engineering report summarizing findings and recommendations was provided to address the issues identified by BGE.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2).FIRM LOCATION (CITY, STATE)	(3) ROLE
a.	BGE, Inc.	Tampa, Florida	District Engineer
b.	BGE, Inc.	Tampa, Florida	Survey Services

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

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

20. EXAMPLE PROJECT
KEY NUMBER

04

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
Longleaf Community Development District New Port Richey, Florida	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
	Ongoing	N/A

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
Longleaf Community Development District	Ms. Heather Jackson District Manager	656.258.5166

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

BGE provides engineering services to this Community Development District located in the New Port Richey area of Pasco County. Longleaf was the first community in the County developed as a TND where the homes have front porches, and the roadway network includes rear alleys. BGE completed the Engineer's Report necessary for the issuance of bonds to establish Neighborhood 4 as part of the District. Included in the report were the cost estimate, exhibits, and a summary of the proposed capital improvements.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2).FIRM LOCATION (CITY, STATE)	(3) ROLE
a.	BGE, Inc.	Tampa, Florida	District Engineer
b.	BGE, Inc.	Tampa, Florida	Survey Services

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

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

20. EXAMPLE PROJECT
KEY NUMBER

05

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
Watergrass Community Development District I Wesley Chapel, Florida	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
	Ongoing	N/A

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
Watergrass Community Development District I	Ms. Samantha Zaroni District Manager	813.873.7300

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

As the District Engineer for this CDD in the Wesley Chapel area of Pasco County, BGE is responsible for the assessment of drainage issues, pond inspections, sidewalk and pavement assessments, requests for bids and quotes, contractor coordination, construction observation, and other miscellaneous professional services. Other responsibilities include attendance at monthly meetings as requir



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2).FIRM LOCATION (CITY, STATE)	(3) ROLE
	BGE, Inc.	Tampa, Florida	District Engineer
b.	(1) FIRM NAME	(2).FIRM LOCATION (CITY, STATE)	(3) ROLE
	BGE, Inc.	Tampa, Florida	Survey Services

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

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

20. EXAMPLE PROJECT
KEY NUMBER

06

21. TITLE AND LOCATION (City and State)

Watergrass Community Development District II
Wesley Chapel, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES

CONSTRUCTION (If Applicable)

Ongoing

N/A

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER

Watergrass Community Development
District II

B. POINT OF CONTACT NAME

Ms. Heather Jackson
District Manager

C. POINT OF CONTACT TELEPHONE NUMBER

813.652.2454

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

As the District Engineer for this CDD in the Wesley Chapel area of Pasco County, BGE is responsible for the assessment of drainage issues, pond inspections, sidewalk and pavement assessments, requests for bids and quotes, contractor coordination, construction observation, and other miscellaneous professional services. Other responsibilities include attendance at monthly meetings as required, responding to resident and board inquiries, and verification of encroachments to CDD parcel ownership.


25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2).FIRM LOCATION (CITY, STATE)	(3) ROLE
a.	BGE, Inc.	Tampa, Florida	District Engineer
b.	BGE, Inc.	Tampa, Florida	Survey Services

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

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

20. EXAMPLE PROJECT
KEY NUMBER

07

21. TITLE AND LOCATION (City and State) Suncoast Community Development District Land O'Lakes, Florida	22. YEAR COMPLETED PROFESSIONAL SERVICES Ongoing CONSTRUCTION (If Applicable) N/A
---	---

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER Suncoast Community Development District	B. POINT OF CONTACT NAME Ms. Lisa Castoria District Manager	C. POINT OF CONTACT TELEPHONE NUMBER 813.994.1001
---	---	--

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

BGE provides District Engineering services to this CDD in the Land O'Lakes area of Pasco County where Philip Chang has been the District Engineer since 2013. Philip's past projects at the District have included pond assessment and assessment reports, sidewalk replacements, boundary fence/wall replacement, new monumentation, landscape enhancements, coordination with the County, and tasks related to (post-development) bond issuance with the resident board. The longevity of the work with the District is a testament to the commitment made by the District Engineer to the Suncoast CDD.


25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2).FIRM LOCATION (CITY, STATE)	(3) ROLE
a.	BGE, Inc.	Tampa, Florida	District Engineer
b.			

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

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

20. EXAMPLE PROJECT
KEY NUMBER

08

21. TITLE AND LOCATION (City and State)

Timber Creek Community Development District
Land O'Lakes, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION (If Applicable)

N/A

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER

Timber Creek Community Development
District

B. POINT OF CONTACT NAME

Ms. Rachel Welborn
District Manager

C. POINT OF CONTACT TELEPHONE NUMBER

813.533.2950

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

BGE is the District Engineer for this Community Development District in Riverview in Hillsborough County. In this role, BGE is assisting the District with its efforts to remediate damage as a result of two major hurricanes that occurred within a span of about two weeks (Helene and Milton). Damage included significant erosion, displaced storm structures, and pond embankment washouts. Part of BGE's efforts include assisting the District with its efforts to obtain Federal Emergency Management Agency grants to repair the significant damage.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2).FIRM LOCATION (CITY, STATE)	(3) ROLE
a.	BGE, Inc.	Tampa, Florida	District Engineer
b.			

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

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

20. EXAMPLE PROJECT
KEY NUMBER

09

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
Summit at Fern Hill Community Development District Riverview, Florida	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
	Ongoing	N/A

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
Summit at Fern Hill Community Development District	Heather Jackson District Manager	656.258.5133

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

As the District Engineer for this CDD in the Riverview area of Hillsborough County, BGE is responsible for the assessment of drainage issues, pond inspections, sidewalk assessments, requests for bids and quotes, contractor coordination, construction observation, and other miscellaneous professional services. Other responsibilities include attendance at monthly meetings as required, responding to resident and board inquiries, and verification of encroachments to CDD parcel ownership.


25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2).FIRM LOCATION (CITY, STATE)	(3) ROLE
a.	BGE, Inc.	Tampa, Florida	District Engineer
b.	(1) FIRM NAME	(2).FIRM LOCATION (CITY, STATE)	(3) ROLE

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

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

20. EXAMPLE PROJECT
KEY NUMBER

10

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
Mirabella Community Development District Wimauma, Florida	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
	Ongoing	N/A

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER
Mirabella Community Development District	Ms. Samantha Zanoni District Manager	656.237.8299

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

As the District Engineer for this CDD in the Wimauma area of Hillsborough County, BGE is responsible for the assessment of drainage issues, pond inspections, requests for bids and quotes, contractor coordination, construction observation, and other miscellaneous professional services. Other responsibilities include attendance at monthly meetings as required, responding to resident and board inquiries, and verification of encroachments to CDD parcel ownership.


25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2).FIRM LOCATION (CITY, STATE)	(3) ROLE
a.	BGE, Inc.	Tampa, Florida	District Engineer
	(1) FIRM NAME	(2).FIRM LOCATION (CITY, STATE)	(3) ROLE
b.			

29. EXAMPLE PROJECTS KEY

STANDARD FORM 330 (REV. 7/2021)

H. ADDITIONAL INFORMATION

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

BGE provides a comprehensive range of professional services, from feasibility and impact studies through permitting to design, program management, and construction management. We are privileged to continue serving many of the same clients that we had when we started the company in 1975.

The firm employs 1,100 people with offices in Florida, Texas, Arkansas, Arizona, North Carolina, and Georgia. We are privileged to continue serving many of the same clients that we had when we started the company.

We believe that BGE is personified by our core values of integrity, commitment, respect, and excellent reputation. These core values reflect who we are and who we were created to be. They serve as a guide for how we conduct ourselves and challenge us to adhere to the highest moral and ethical standards.

Maybe the best way to say it is that BGE exists to serve. We are about making things better through our service. We are about making a difference, about making tomorrow better than today. For us, it provides the inspiration to meet the challenges of each new day in every community that we serve.

We stand by our word and do not waiver. We are committed to do what is right, even when it is not easy by adhering to the highest moral and ethical standards. We do not make excuses.

We commit our time, talent, and resources to make a difference in our communities and we value everyone's contribution to the success of the team by honoring our commitments to each other and to you.

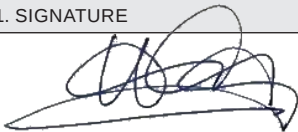
We must have one thing for our company to exist, and that one thing is you, our client. We serve our clients by creating solutions to address your needs. Our business is built on relationships, and our goal is to serve as your trusted advisor.

By the very nature of what we do, we make a difference by improving the quality of life in our communities. We are also generous corporate citizens, dedicating our time, talent, and resources to educational and charitable causes within our communities. We serve our clients, our communities, and each other. We are a company making a difference; we are a company built to serve.

We are BGE and this is the BGE Way.

I. AUTHORIZED REPRESENTATIVE*The foregoing is a statement of facts.*

31. SIGNATURE



32. DATE

June 26, 2026

33. NAME AND TITLE

Philip Chang, PE, Director, Public Works

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (if any)

PART II – GENERAL QUALIFICATIONS

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

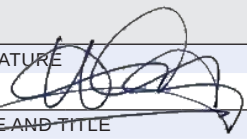
2A. FIRM (OR BRANCH OFFICE) NAME BGE, Inc.			3. YEAR ESTABLISHED 1975	4. UNIQUE ENTITY IDENTIFIER 059336917
2B. STREET 5426 Bay Center Drive, Suite 100			5. OWNERSHIP	
2C. CITY Tampa	2D. STATE Florida	2E. ZIP CODE 33609	A. TYPE Corporation	
6A. POINT OF CONTACT NAME AND TITLE Philip Chang, PE			B. SMALL BUSINESS STATUS N/A	
6B. TELEPHONE NUMBER 813.328.3664			7. NAME OF FIRM (If Block 2a is a Branch Office)	
6C. EMAIL ADDRESS pchang@bgeinc.com				
8A. FORMER FIRM NAME(S) (If any) Brown & Gay Engineers, Inc.; Brown, Gay, & Associates; Mercer-Brown Engineers, Inc.			8B. YEAR ESTABLISHED 1975	8C. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
A. FUNCTION CODE	B. DISCIPLINE	C. NUMBER OF EMPLOYEES		A. PROFILE CODE	B. EXPERIENCE	C.
		(1) FIRM	(2) BRANCH			
02	Administrative	95	1	C15	Construction Management	9
08	CADD Technician	87	1	G04	GIS Services; Develop, Anlz, & Clct	3
12	Civil Engineer	163	13	P05	Planning-Community, Reg, & State	7
15	Construction Inspector	93	1	P06	Planning-Site, Install, & Project	9
16	Construction Manager	59	6	S10	Survey, Platt, Map, Fld Pln Study	7
24	Environmental Scientist	58	6	T03	Traffic & Transportation Engineer	10
29	GIS Specialist	6	1	W02	Water Res, Hydrology, Gnd Water	9
34	Hydrologist	27	2			
38	Land Surveyor	81	1			
47	Planner: Urban/Regional	11	0			
52	Sanitary Engineer	10	0			
53	Scheduler	12	0			
57	Structural Engineer	14	6			
58	Technician/Analyst	42	1			
60	Transportation Engineer	128	2			
62	Water Resources Engineer	30	0			
	Other Employees					
	Total	916	41			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	0	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	10	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	10	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

A. SIGNATURE 	B. DATE June 26, 2026
C. NAME AND TITLE Philip Chang, PE, Director, Public Works	



Serving. Leading. Solving.™



5426 Bay Center Drive
Suite 100
Tampa, Florida 33609
www.bgeinc.com

Tab 10

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.

DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of DW Bayview Community Development District was held on **Friday, June 19, 2026, at 10:03 a.m.**, at Driftwood Clubhouse, located at 8810 Barrier Coast Trail, Parrish, FL 34219.

Present and constituting a quorum were:

Daryl Steiner	Board Supervisor, Chairman
Lindsay Holt	Board Supervisor, Vice Chairman
Dennis Pals	Board Supervisor, Asst. Secretary
Tom Sheffrey	Board Supervisor, Asst. Secretary
Paul Sterbenz	Board Supervisor, Asst. Secretary

Also present were:

Rachel Welborn	District Manager, Rizzetta & Co., Inc.
Kate John	District Counsel, Kutak Rock (<i>via conf. call</i>)
Bert Smith	Representative, Sitex Aquatics

Audience	Present
----------	----------------

FIRST ORDER OF BUSINESS

Call to Order

Ms. Welborn called the meeting to order, conducted roll call, and verified that a quorum was present. The meeting commenced at 10:03 a.m.

SECOND ORDER OF BUSINESS

Audience Comments

Audience comments were entertained regarding allegator/removal concerns, Midge fly complaints, concerns with weeds at pond, and fountain.

THIRD ORDER OF BUSINESS

Staff Reports

A. Aquatics Update

Mr. Smith presented his report to the Board of Supervisors, noting that Pond 14 had been addressed, erosion repairs at Pond 38 were nearly complete, and the fountain had been repaired.

B. District Counsel

There being none, the next item followed.

C. Interim Engineer

Not present and no report.

D. District Manager

i. Presentation of Manatee Registered Voter Count

Ms. Welborn advised the Board of Supervisors that the next Public Hearing and regular meetings will be on July 17, 2026, at 10:00 a.m.

FOURTH ORDER OF BUSINESS

Business Items

A. Consideration of Resolution 2026-11; Setting Public Hearing for Revised Rules of Procedure

No action taken, business item tabled.

B. Ratification of Horticulture Tree Removal Proposal

On a motion from Mr. Sternbenz, seconded by Mr. Steiner, with all in favor, the Board of Supervisors ratified the Horticulture tree removal proposal in the amount of \$975.00 for dead pine removal, for the DW Bayview Community Development District.

C. Discussion of Project Tracker

Ms. Welborn informed the Board she will put together a project tracker.

D. Discussion of Public Decorum

Ms. John will draft an amended resolution, if needed.

FIFTH ORDER OF BUSINESS

Business Administration

A. Consideration of Minutes of Board of Supervisors Regular Meeting held on May 15, 2026

On a motion from Mr. Steiner, seconded by Mr. Holt, the Board of Supervisors approved the meeting minutes for May 15, 2026, for the DW Bayview Community Development District.

B. Consideration of Operation & Maintenance Expenditures for April 2026

On a motion from Mr. Steiner, seconded by Mr. Sternbenz, the Board of Supervisors approved the Operation and Maintenance Expenditures for April 2026 (\$33,192.59), for the DW Bayview Community Development District.

SIXTH ORDER OF BUSINESS

Supervisor Requests

Mr. Sternbenz stated he is privileged to be here and thanked the staff.

Mr. Steiner provided handouts of Pond #38 and handouts of Manatee County mosquito control and discussed Resolution 2025-07 regarding fishing on ponds.

On a motion from Mr. Steiner, seconded by Mr. Sternbenz, the Board of Supervisors approved secure credit card with a limit of \$2,000 to purchase "No Fishing" signs upon receipt, for the DW Bayview Community Development District subject to District Counsel approval.

Mr. Steiner discussed Preserve V mitigation requirements that have been released by Ray Aponte & DHR, and stated residents inquired about cypress trees.

SEVENTH ORDER OF BUSINESS

Adjournment

On a motion from Mr. Steiner, seconded by Mr. Sternbenz, the Board of Supervisors adjourned the meeting at 12:39 p.m., for the DW Bayview Community Development District.

Secretary/Assistant Secretary

Chairman/ Vice Chairman

Tab 11

DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT

District Office · Riverview, Florida · (813) 533-2950

Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614

www.dwbayviewcdd.org

Operation and Maintenance Expenditures May 2026 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2026 through May 31, 2026. This does not include expenditures previously approved by the Board.

The total items being presented:

Approval of Expenditures: **\$42,351.24**

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

DW Bayview Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2026 Through May 31, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Arbitrage Rebate Counselors, LLC	300077	567-050626	Annual Arbitrage Report Bond Series 2021 03/10/25-3/10/26	\$ 400.00
Fields Consulting Group, LLC	300086	3761	Install (Signage) 03/26	\$ 2,500.00
Grau & Associates, P.A.	300081	29298	Audit FYE 09/30/2025 05/26	\$ 2,200.00
Kutak Rock, LLP	300083	3745800	Legal Services 04/26	\$ 7,288.90
LevelUp Consulting, LLC	300082	6517	Engineering Services 04/26	\$ 700.00
Lindsay Bruce Holt	300076	LH043026	Board of Supervisors Meeting 04/30/26	\$ 200.00
Lindsay Bruce Holt	300084	LH051526	Board of Supervisors Meeting 05/15/26	\$ 200.00
Rizzetta & Company, Inc.	300075	INV0000109173	Accounting Services 05/26	\$ 5,164.50
Sitex Aquatics, LLC	300078	11044-b	Aquatic Monthly and Quarterly Lake Maintenance 05/26	\$ 7,784.00
Sitex Aquatics, LLC	300078	11083-b	Wetland Z Area Straighten & Re-stake of apex. 25 Oak Trees 05/26	\$ 5,000.00
Sitex Aquatics, LLC	300078	11084-b	Wetland A Area Buffer zone forestry mulching of dry areas 05/26	\$ 3,650.00
Sunrise Landscape	300079	14 60599	Landscape Maintenance 05/26	\$ 6,991.65
The Observer Group, Inc.	300080	26-00674M	Legal Advertising 05/26	\$ 72.19
Thomas Sheffrey	300085	TS051526	Board of Supervisors Meeting 05/15/26	\$ 200.00
Total Report				<u>\$ 42,351.24</u>

Arbitrage Rebate Counselors, LLC

Arbitrage Rebate Compliance for Issuers of Tax-Exempt Bonds

May 6, 2026

Board of Supervisors
DW Bayview Community Development District
c/o Ms. Shandra Torres, District Compliance Associate
Rizzetta & Company
3434 Colwell Ave., Suite 200
Tampa, FL 33614

Re: DW Bayview Community Development District
(Manatee County, Florida)
\$8,070,000 Special Assessment Bonds, Series 2021 (2021 Project)
Annual Arbitrage Report for the period March 10, 2025 to March 10, 2026

INVOICE

Preparation of Annual Arbitrage Report for
DW Bayview Community Development District,
\$8,070,000 Special Assessment Bonds, Series 2021.....\$400.00

INVOICE

Fields Consulting Group, LLC
(dba. Mike's Signs)
11749 Crestridge Loop
New Port Richey, FL 34655-0017

signsandgraphicsbymike@gmail.com
+1 (727) 480-6514

Fields
CONSULTING GROUP, LLC
11749 Crestridge Loop
Trinity, FL 34655



Bill to

Rizzetta & Company
Del Webb Bayview CDD
Attn: Rachel Welborn
3434 Colwell Ave, Suite 200
Tampa, FL 33614

Invoice details

Sales Rep: Mike Fields

Invoice no.: 3761
Terms: COD
Invoice date: 03/09/2026
Due date: 03/31/2026

#	Product or service	Description	Qty	Rate	Amount
1.	Install (Signage)	Final 50% payment (40) "Beware Alligators, Snakes, Wildlife" (18x24) .080 metal reflective pond sign and 8 ft galvanized u channel post (installed 2 3 ft in ground leaving 4 5 ft tall post depending on the berm slope at each pond)	1	\$2,500.00	\$2,500.00
Total					\$2,500.00

Grau and Associates

1001 W. Yamato Road, Suite 301
Boca Raton, FL 33431
www.graucpa.com

Phone: 561-994-9299

Fax: 561-994-5823

DW Bayview Community Development District
3434 Colwell Ave, Suite 200
Tampa, FL 33614

Invoice No. 29298
Date 05/04/2026

SERVICE	AMOUNT
Audit FYE 09/30/2025	\$ <u>2,200.00</u>
Current Amount Due	\$ <u><u>2,200.00</u></u>

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
2,200.00	0.00	0.00	0.00	0.00	2,200.00

Payment due upon receipt.

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

May 14, 2026

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

DW BayView CDD
Rizzetta & Company
Unit 200
3434 Colwell Avenue
Tampa, FL 33614

Invoice No. 3745800
32823-1

Re: General Counsel

For Professional Legal Services Rendered

03/29/26	L. Whelan	1.30	520.00	Monitor legislative process relating to matters impacting special districts
04/02/26	R. Dugan	0.50	160.00	Correspondence regarding draft agenda letter; review records regarding same
04/11/26	G. Lovett	1.20	336.00	Monitor legislative process relating to matters impacting special districts
04/13/26	R. Dugan	2.60	832.00	Review agenda package and prepare for Board meeting; conference and correspondence regarding same
04/13/26	K. John	0.40	118.00	Prepare Sitex work authorization
04/16/26	S. Sandy	0.20	69.00	Conference regarding project completion process; review trust indenture regarding same
04/17/26	R. Dugan	11.30	3,616.00	Attend Board meeting; travel for same; conferences and correspondence regarding same
04/21/26	R. Dugan	0.20	64.00	Correspondence regarding general election
04/21/26	K. John	0.80	236.00	Prepare officer electing resolution and review status of landowner elected seats

KUTAK ROCK LLP

DW BayView CDD

May 14, 2026

Client Matter No. 32823-1

Invoice No. 3745800

Page 2

04/22/26	R. Dugan	0.20	64.00	Correspondence regarding proposed budget resolution; conference regarding landowner election
04/22/26	D. Wilbourn	0.30	66.00	Prepare and send budget approval resolution
04/28/26	K. John	2.00	590.00	Review and revise draft general election resolution, general election notice, landowner election resolution, notice, instructions, proxy, and ballot
04/28/26	D. Wilbourn	0.50	110.00	Prepare landowner and general election resolutions
04/30/26	R. Dugan	0.80	256.00	Attend portion of budget workshop; correspondence regarding same; correspondence regarding audit letter response; correspondence regarding revised rules of procedure

TOTAL HOURS 22.30

TOTAL FOR SERVICES RENDERED \$7,037.00

DISBURSEMENTS

Meals	10.63
Travel Expenses	241.27

TOTAL DISBURSEMENTS 251.90TOTAL CURRENT AMOUNT DUE \$7,288.90

Invoice

LevelUp Consulting
505 E. Jackson Street, Suite 200
Tampa, FL 33602



Invoice Total: 700.00

Del Webb Bayview CDD

May 07, 2026

Project No: 24053-06

Invoice No: 6517

Due Date: June 06, 2026

Project 24053-06

DW Bayview CDD Eng Services

Professional Personnel

		Hours	Rate	Amount	
PE3					
PE3	4/21/2026	4.00	175.00	700.00	
On site for meeting with SWFWMD to discuss wetland issue.					
	Totals	4.00		700.00	
	Total Labor				700.00
			Total this Invoice		700.00

Please remit payment to:
LEVELUP CONSULTING LLC
505 E. Jackson Street, Suite 200
Tampa, FL 33602

DW BAYVIEW CDD**Meeting Date: April 30, 2026****SUPERVISOR PAY REQUEST**

Name of Board Supervisor	Check if present	Check if paid
Paul Sternbenz		
Dennis Pals		
Darryl Steiner		
Lindsay Holt	X	X

(*) Does not get paid

NOTE: Supervisors are only paid if checked present.**EXTENDED MEETING TIMECARD**

Meeting Start Time:	10:06 AM
Meeting End Time:	12:14 PM
Total Meeting Time:	2.13 hours

Time Over (3) Hours:	
------------------------	--

Total at \$175 per Hour:	\$0.00
--------------------------	--------

ADDITIONAL OR CONTINUED MEETING TIMECARD

Meeting Date:	
Additional or Continued Meeting?	
Total Meeting Time:	
Total at \$175 per Hour:	\$0.00

Business Mileage Round Trip	
IRS Rate per Mile	\$0.700
Mileage to Charge	\$0.00

DM Signature: Rachel Welborn Digitally signed by Rachel Welborn
Date: 2026.05.01 15:39:28 -04'00'

DW BAYVIEW CDD**Meeting Date: May 15, 2026****SUPERVISOR PAY REQUEST**

Name of Board Supervisor	Check if present	Check if paid
Paul Sternbenz		
Dennis Pals		
Darryl Steiner	X	X
Lindsay Holt	X	X
Tom Sheffrey	X	X

(*) Does not get paid

NOTE: Supervisors are only paid if checked present.**EXTENDED MEETING TIMECARD**

Meeting Start Time:	10:04 AM
Meeting End Time:	12:29 PM
Total Meeting Time:	2.42 hours

Time Over (3) Hours:	
------------------------	--

Total at \$175 per Hour:	\$0.00
--------------------------	--------

ADDITIONAL OR CONTINUED MEETING TIMECARD

Meeting Date:	
Additional or Continued Meeting?	
Total Meeting Time:	
Total at \$175 per Hour:	\$0.00

Business Mileage Round Trip	
IRS Rate per Mile	\$0.700
Mileage to Charge	\$0.00

DM Signature: Rachel Welborn Digitally signed by Rachel Welborn
Date: 2026.05.18 11:59:06 -04'00'

Rizzetta & Company, Inc.
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Invoice

Date	Invoice #
5/2/2026	INV0000109173

Bill To:

DW BayView CDD
2662 S. Falkenburg Road
Riverview FL 33578

Services for the month of	Terms	Client Number
May	Upon Receipt	00567

[illegible]

INVOICE

Sitex Aquatics, LLC
PO Box 917
Parrish, FL 34219

office@sitexaquatics.com
+1 (813) 564 2322



Bill to
DW Bayview CDD
Rizzetta
2700 S. Falkenburg Rd Suite 200
Tampa, FL 33578

Invoice details

Invoice no.: 11044 b
Terms: Net 30
Invoice date: 05/01/2026
Due date: 05/31/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Aquatic Maintenance	Aquatic Monthly Lake Maintenance: 37 Waterways. 2x a Month	1	\$4,648.00	\$4,648.00
2.		Aquatic Maintenance	Quarterly Maintenance: 30 Wetland Sites Serviced: Nov, Feb, May, August Billed Monthly	1	\$1,786.00	\$1,786.00
3.		Fountain Maintenance	9-Floating Fountain Systems Inspection of cabinets & cleaning of intake, lights & Floats. Quarterly Service: May	1	\$1,350.00	\$1,350.00

Total **\$7,784.00**

Ways to pay

BANK

View and pay

INVOICE

Sitex Aquatics, LLC
PO Box 917
Parrish, FL 34219

office@sitexaquatics.com
+1 (813) 564 2322



Bill to
DW Bayview CDD
Rizzetta
2700 S. Falkenburg Rd Suite 200
Tampa, FL 33578

Invoice details

Invoice no.: 11083 b
Terms: Net 30
Invoice date: 05/04/2026
Due date: 06/03/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Additional Services	Wetland Z Area: 1. Straighten & Re-stake of aprox. 25 Oak Trees \$5,000.00 2. Additional tree's priced @ \$200.00 includes labor & materials	1	\$5,000.00	\$5,000.00

Ways to pay

BANK

Total **\$5,000.00**

[View and pay](#)

INVOICE

Sitex Aquatics, LLC
PO Box 917
Parrish, FL 34219

office@sitexaquatics.com
+1 (813) 564 2322



Bill to
DW Bayview CDD
Rizzetta
2700 S. Falkenburg Rd Suite 200
Tampa, FL 33578

Invoice details

Invoice no.: 11084 b
Terms: Net 30
Invoice date: 05/04/2026
Due date: 06/03/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Additional Services	Wetland A Area: 1. 30' Buffer zone forestry mulching of dry areas.	1	\$3,650.00	\$3,650.00

Ways to pay

BANK

Total **\$3,650.00**

View and pay



5100 W Kennedy Blvd
Ste 325
Tampa, FL 33609

Bill To

DW Bayview CDD
3434 Colwell Ave. Suite 200
Tampa, FL 33614

Invoice 14 60599

PO#	Date
	05/01/2026
Sales Rep	Terms
Austin Duncan	Net 30

Property Address

DW Bayview CDD
8816 Sky Sail Cove
Parrish, FL 34221

Item	Qty	Rate	Ext. Price	Amount
#39588 - Landscape Maintenance Agreement- May 26 May 2026				\$6,991.65

Total	\$6,991.65
Credits/Payments	<u>(\$0.00)</u>
Balance Due	\$6,991.65

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

Invoice # 26-00674M

Date 05/01/2026

Attn:
DW Bayview CDD - Rizzetta
3434 COLWELL AVENUE SUITE 200
TAMPA FL 33614

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description

Amount

Serial # 26-00674M Notice of Special Meeting RE: Meeting on May 15, 2026 at 10:00am Published: 5/1/2026	\$72.19
---	---------

Important Message

Please include our Serial # Pay by credit card online:
on your check <https://legals.businessobserverfl.com/send-payment/>

Paid	()
Total	\$72.19

Payment is due within 30 days of the
1st publication date of your notice. if
payment is not made, affidavits may be held

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

NOTICE OF SPECIAL MEETING OF THE BOARD OF SUPERVISORS OF THE DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT

NOTICE IS HEREBY GIVEN that the DW Bayview Community Development District (the "District") will hold a regular meeting (the "Meeting") of its Board of Supervisors (the "Board") on Friday, May 15, 2026, at 10:00 a.m. at Driftwood Clubhouse, 8810 Barrier Coast Trail, Parrish, Florida 34219.

A copy of the agenda for the Meeting may be obtained by contacting the District Manager, Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614, via telephone at (813) 533-2950 or via email at rwelborn@rizzetta.com or cgargaro@rizzetta.com (the "District Manager's Office") during normal business hours. The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for special districts. The Meeting may be continued to a date, time, and place to be specified on the record at the Meeting.

There may be occasions when one or more Supervisors will participate by telephone. Any person requiring special accommodations, to access and participate in the Meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the Meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meeting is advised that person will need a record of 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.

Rachel Welborn
District Manager
DW Bayview Community Development District
May 1, 2026

26-00674M

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.