

***Falcon Trace Community
Development District***

Agenda

January 15, 2020

AGENDA

Falcon Trace

Community Development District

219 East Livingston Street, Orlando, FL 32801

Phone: 407-841-5524 - Fax: 407-839-1526

January 8, 2020

Board of Supervisors
Falcon Trace
Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of **Falcon Trace Community Development District** will be held **Wednesday, January 15, 2020 at 6:00 PM at the Big Hawk Lake Recreation Center, 13600 Big Hawk Lake Drive, Orlando, Florida**. Following is the advance agenda for the meeting:

- I. Roll Call
- II. Public Comment Period
- III. Approval of the Minutes of the October 16, 2019 Meeting
- IV. Public Hearing
 - A. Consideration of Resolution 2020-02 Adopting Amended and Restated Rules of Procedure
- V. Staff Reports
 - A. Attorney
 - B. District Manager's Report
 - 1. Approval of Check Register
 - 2. Balance Sheet and Income Statement
 - 3. Action Items List
 - 4. Field Manager's Report
- VI. Supervisor's Requests
- VII. Adjournment

The second order of business of the Board of Supervisors meeting is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is the approval of the minutes from the October 16, 2019 meeting. The minutes are enclosed for your review.

The fourth order of business is consideration of Resolution 2020-02 adopting amended and restated rules of procedure. A copy of the resolution is enclosed for your review.

Section B of the fifth order of business is the District Manager's Report. Section 1 includes the check register being submitted for approval and Section 2 includes the balance sheet and income statement for your review. Section 3 is the Action Items List. A copy of the list and corresponding proposal is enclosed for your review. Section 4 is the Field Manager's Report, which will be presented at the meeting.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Showe', with a long horizontal flourish extending to the right.

Jason Showe
District Manager

CC: Mike Eckert, District Counsel
Michelle Rigoni, District Counsel
Darrin Mossing, GMS

Enclosures

MINUTES

MINUTES OF MEETING
FALCON TRACE
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Falcon Trace Community Development District was held Wednesday, October 16, 2019 at 6:00 p.m. at the Big Hawk Lake Recreational Center, 13600 Hawk Lake Drive, Orlando, Florida.

Present and constituting a quorum were:

Sara Hurst	Chairperson
Carole Miller	Vice Chairperson
Kathy Stark	Assistant Secretary
Sue Marchesi Baron	Assistant Secretary
Perry Shaikh	Assistant Secretary

Also present were:

Jason Showe	District Manager
Michelle Rigoni	District Counsel
William Viasalyers	Field Operations
David Tuel	Head Pool Attendant

The following is a summary of the minutes and actions taken at the October 16, 2019 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Showe called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

Public Comment Period

A resident asked how late are the lights on at the park? It gets darker earlier and the kids cannot and play.

Ms. Hurst stated we disengaged the lights on the courts several years ago because people were vandalizing the electrical to keep the lights on later than we wanted them. We removed the electrical so that wasn't possible.

A resident asked can you look into solar lights?

Mr. Showe stated we can bring back proposals for the Board to consider at the next meeting.

A resident stated I was at the pool a week ago and the pool was closed.

Mr. Showe stated we are about to go into the season where the pool is closed Monday through Friday and that is when we do a lot of the cleaning. We have a list of projects we will discuss later in the meeting that are being planned for when the pool is closed.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the August 21, 2019 Meeting

On MOTION by Ms. Stark seconded by Ms. Miller with all in favor the minutes of the August 21, 2019 meeting were approved, as presented.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2020-01 Setting a Public Hearing

Ms. Rigoni stated this resolution will set a public hearing for changes to your rules of procedure that came about as a result of the 2019 legislative session. She explained various changes in response to Board Members' questions.

On MOTION by Ms. Hurst seconded by Ms. Stark with all in favor Resolution 2020-01 setting a public hearing for January 15, 2020 for the purpose of adopting amended and restated rules of procedure was approved.

FIFTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Rigoni stated I have been following up with the County on the vacation of the sidewalk, at the Board's request.

Ms. Hurst stated in the back of the subdivision there is a sidewalk that goes nowhere and apparently there is a junction box that belongs to the County. We wanted to make the sidewalk go away because it doesn't need to be there and in order for us to ask them to vacate it we have

to go through this legal process because it is the County. There is an estimated \$5,000 cost to do that and we asked the lawyer to look into it before we made choices.

Ms. Miller stated if the road is going to be developed and it is based on Orange Avenue there may be an access point that people will be able to come onto our properties and that is our concern.

Ms. Rigoni stated I have been told by County representatives that there is a sliver of land that the County owns between the road and sidewalk that at this time they are planning to turn that into an additional stormwater facility.

Ms. Baron stated let's wait to see if the County puts in a storm drain. In 15 years only the people who live on either side of that house have used that sidewalk. If they plan to do anything except a storm drain, then we may want to go through with it.

Mr. Gough stated I have attended several meetings at the County where they had plans to widen Orange Avenue and it has come down to one plan. It is still in the planning stages they haven't defined when it is going to be done and probably will not be done for a couple years. We did indicate to them that we wanted no throughway there and having dealt with it, my recommendation to you is to do nothing at this time. I think it is a waste of money at this point.

B. Manager

1. Approval of Check Register

On MOTION by Ms. Baron seconded by Ms. Hurst with all in favor the check register was approved.

2. Balance Sheet and Income Statement

A copy of the balance sheet and income statement were included in the agenda package.

3. Action Items List

Mr. Showe stated the landscape upgrades that you approved in May is scheduled to be completed by the end of October. The playground is underway and will be completed by Friday. The mill and resurface, pressure washing sidewalks, fence, pool deck and dock, basketball court repainting, pool slide refurbishment, painting deck/tower will be done in the first quarter of 2020. Restroom refurbishment and roof replacement will be done in 2021.

On MOTION by Ms. Stark seconded by Ms. Baron with all in favor staff was authorized to proceed with the basketball court refurbishment in an amount not to exceed \$2,500.

Mr. Showe will bring a proposal for the installation of a fence from the edge of the tennis court along the back of the basketball court.

Mr. Viasalyers stated at the last meeting we had a proposal for restocking of the fish that was approved but the lake is getting more hydrilla and rather than the \$6,000 to restock the lake with grass carp they would apply it towards this treatment and will make four visits and it will chemically burn the hydrilla. It is safe for the marine life and it will only target and kill the hydrilla. It is \$19,000 for the treatment for a year.

On MOTION by Mr. Hurst seconded by Ms. Stark with all in favor \$19,000 for the hydrilla treatment was approved utilizing \$6,000 that was previously approved for the grass carp, subject to preparation of Work Authorization by District Counsel.

Mr. Viasalyers stated we would like to incorporate some signs identifying areas where we don't want anybody to park.

Mr. Showe stated we will identify the spot where Dave parks as staff parking.

Ms. Miller stated people park in the roundabout, and it should be for emergency vehicles only.

Mr. Viasalyers stated we can add that to the sign.

Ms. Stark stated why don't we find out if we can add striping and that will discourage parking in the roundabout.

Ms. Rigoni stated there are likely County codes and processes we need to comply with in order to stripe curbing.

Ms. Miller gave an overview of additional signage that will be installed.

After discussion of access to the basketball court staff was directed to obtain proposals for off-duty officers, card entry and fencing.

Mr. Showe stated at this time of year we usually have the Board approve gift cards for the staff, \$50 for David and \$25 for the rest of the staff.

On MOTION by Ms. Hurst seconded by Ms. Stark with all in favor gift cards were approved for the staff.

4. Field Manager's Report

Mr. Viasalyers stated regarding the landscape enhancement project, we are waiting on the mulch until we started the landscape project and that will be installed in conjunction with the landscape enhancement.

At the last Board meeting the Board approved replacing the mechanical lock for the pool equipment and that has been completed.

SIXTH ORDER OF BUSINESS

Supervisor's Requests

A. Discussion of District Counsel Expenses – Requested by Supervisor Shaikh

Ms. Rigoni stated I can address the invoices. I did take a look at our invoices from November through September. Excluding the flat fees which are for meeting attendance and time we spend on some meeting follow ups. Our general counsel fees total about 78 hours and out of that we spent about 26 hours, which is about 33% of our time spent educating the new member, which entailed telephone conferences with various attorneys like myself, Mike Eckert and also answered questions regarding the District finances, specifically the April financial report, which was a repeated topic during the budget season and because they were substantially the same questions regarding the District's finances we thought it was important for us to address all the questions thoroughly, put it in writing so there is no question left unanswered and I provided a chart and a memorandum addressing the same. Aside from the 33% of the time that we spent educating the new Board Member the rest of the stuff I looked at were pretty routine but also there were unanticipated events that happened throughout the year for example, all our of maintenance agreements came due in this year and we had to rewrite all the contracts, due to bidding thresholds and other reasons. There were additional capital infrastructure projects that this Board approved and we drew up contracts for these projects. Because of rising concern for special districts and local governments for ADA website compliance our firm has negotiated a master contract for that project. There were extensive legislative changes that led to significant changes in the rules of procedure and that took up some of our time.

Mr. Shaikh stated I wasn't much questioning the cost only it was also about the role of the lawyer for the CDD. Mike made it very clear that the attorney is hired by the Board and

works for the Board and works under the direction and instruction. In the past since I have been on the Board I don't think the attorney clearly knew that they worked for the Board. Explain that to me. In the last several months that the law firm works for the Board and they should not do anything that the Board doesn't know. The routine procedure is you write a letter, Perry this is what I'm doing, copy everybody, they don't need to know every single thing that we talk to the management company. I question the role of the attorney. Everything should not be copied to everybody.

Ms. Miller stated you are the one who wanted to know why the attorney isn't here. You wanted to know why George Flint isn't here. You were the one that was upset that none of them were here. This is why we don't have a call in from the attorney anymore and now we are paying more. Our expenses have increased because of you. 33% of the general legal expenses are from you. 26 hours they have had to repeatedly explain things to you.

Mr. Shaikh stated there should be no billing taking place between the lawyer and the management company that the Board doesn't know anything about. How can they spend our money that we don't know about?

Mr. Showe stated we only copy them on things of a legal nature that they might need to be involved in and to prepare them for the meetings that they are attending here.

Ms. Miller stated we come to the meeting prepared so when the items come up we are prepared for them. We just spent an hour and a half going over items because you are not prepared and ask the same questions over and over again.

Ms. Rigoni stated we also wrote off about \$3,200 of our time.

Ms. Hurst stated Mike sent me a letter saying they had discounted their cost because you had cost us so much money one month. They gave us time.

There being no other Supervisors' requests,

On MOTION by Ms. Stark seconded by Ms. Miller with all in favor the meeting adjourned at 7:39 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION A

RESOLUTION 2020-02

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

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

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

WHEREAS, the District has previously adopted Rules of Procedure to govern the administration of the District; and

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

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

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

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

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

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

PASSED AND ADOPTED this 15th day of January, 2020.

ATTEST:

**FALCON TRACE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amended and Restated Rules of Procedure

EXHIBIT A:
AMENDED AND RESTATED RULES OF PROCEDURE

**AMENDED AND RESTATED
RULES OF PROCEDURE
FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF JANUARY 15, 2020

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Rule 1.0 General.

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

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
 - (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 841-5524. 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.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

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

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and

published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to

litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

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

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

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

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

Rule 2.0 Rulemaking Proceedings.

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

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

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
 - (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
 - (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

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

- (a) The texts of the proposed rule and the adopted rule;
- (b) All notices given for a proposed rule;
- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
- (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
 - (i) Administer oaths and affirmations;

- (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
 - (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) 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.

- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

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

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

Rule 3.0 Competitive Purchase.

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

- (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds

that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

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

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

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

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

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

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

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

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

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

(4) Competitive Selection.

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

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

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

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

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

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

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

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

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

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

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

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

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

- (4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals ("RFP"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee

determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

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

- (7) Board Selection of Auditor.

- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
 - (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

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

Rule 3.3 Purchase of Insurance.

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

insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

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

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

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

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

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

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

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

(3) Suspension, Revocation, or Denial of Qualification

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

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

- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
 - viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
 - ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
 - x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
 - xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
 - xii. The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

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

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

Rule 3.5 Construction Contracts, Not Design-Build.

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

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

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

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

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

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

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

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

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

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

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

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

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

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

Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts: Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified

Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

- (a) The project is undertaken as repair or maintenance of an existing public facility;
- (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
- (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

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

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

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

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

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

Rule 3.9 Maintenance Services.

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

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

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

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

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

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

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.
Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

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

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

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

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

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

(1) Filing.

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

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

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

- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

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

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

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

Rule 4.0 Effective Date.

These Rules shall be effective January 15, 2020, 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.

SECTION V

SECTION B

SECTION 1

Falcon Trace

Community Development District

Check Register Summary

November 01, 2019 through November 30, 2019

Fund	Date	Check No.'s		Amount
General Fund				
	11/1/19	3950-3951	\$	5,933.73
	11/6/19	3952-3953	\$	955.05
	11/15/19	3954-3957	\$	4,554.28
	11/26/19	3958	\$	15,422.71
			\$	26,865.77
Capital Projects Fund				
	11/6/19	20	\$	19,000.00
	11/18/19	21	\$	47,759.53
			\$	66,759.53
Payroll	<u>November 2019</u>			
	Susan Baron	50328	\$	184.70
			\$	184.70
			\$	93,810.00

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 1/08/20 PAGE 1
 *** CHECK DATES 11/01/2019 - 11/30/2019 *** FALCON TRACE CDD -GENERAL FUND
 BANK A FALCON TRACE CDD

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
11/01/19	00027	10/22/19 522	201910 320-53800-12200 PAYROLL REIMB OCT19	GOVERNMENTAL MANAGEMENT SERVICES	*	5,903.73	5,903.73 003950
11/01/19	00022	10/18/19 344039	201910 320-53800-47400 TANK RENTAL FEE	SPIES POOL, LLC	*	30.00	30.00 003951
11/06/19	00079	10/31/19 11230	201910 320-53800-47000 HERBICIDE MAINT OCT19	AQUATIC WEED MANAGEMENT, INC.	*	300.00	300.00 003952
11/06/19	00022	10/24/19 344387	201910 320-53800-47400 BLEACH/SULFUR/MURATIC	SPIES POOL, LLC	*	298.55	655.05 003953
		10/24/19 344709	201910 320-53800-47400 BULK BLEACH		*	356.50	
11/15/19	00038	10/24/19 1409	201910 310-51300-49300 ANNUAL CDD FEE FY20	ORANGE COUNTY PROPERTY APPRAISER	*	902.00	902.00 003954
11/15/19	00100	10/01/19 5490	201910 320-53800-47400 POOL MAINTENANCE OCT19	ROBERTS POOL SERVICE AND REPAIR INC	*	600.00	1,200.00 003955
		11/01/19 5555	201911 320-53800-47400 POOL MAINTENANCE NOV19		*	600.00	
11/15/19	00071	11/01/19 727092	201911 320-53800-47500 MTHLY POOL LNDSCAPE-NOV19	REW LANDSCAPE CORP	*	2,368.38	2,368.38 003956
11/15/19	00090	10/12/19 9826246	201911 300-15500-10000 PLATINUM MONITORING-NOV19	SAFE TOUCH SECURITY SYSTEMS	*	49.95	83.90 003957
		10/12/19 9826246	201911 300-15500-10000 SECURITY MONITORING-NOV19		*	33.95	
11/26/19	00027	11/01/19 524	201911 310-51300-34000 NOV 19 - MGMT FEES		*	4,301.25	
		11/01/19 524	201911 310-51300-35100 NOV 19 - INFO TECH		*	120.83	
		11/01/19 524	201911 310-51300-31400 NOV 19 - DISSEMINATION		*	83.33	
		11/01/19 524	201911 310-51300-51000 NOV 19 - OFFICE SUPPLIES		*	17.74	

FALC FALCON TRACE IARAUJO

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
 *** CHECK DATES 11/01/2019 - 11/30/2019 ***
 FALCON TRACE CDD -GENERAL FUND
 BANK A FALCON TRACE CDD

RUN 1/08/20

PAGE 2

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
11/01/19	524	NOV 19 - POSTAGE	201911 310-51300-42000		*	4.00	
11/01/19	524	NOV 19 - COPIES	201911 310-51300-42500		*	91.35	
11/01/19	525	NOV 19 - FIELD MGMT	201911 320-53800-12000		*	1,611.92	
11/01/19	525	RJ KIELTY PLUMBING	201911 320-53800-49100		*	1,293.81	
11/12/19	526	POOL ATTENDANT 9/30-10/13	201911 320-53800-12200		*	575.00	
11/12/19	527	POOL ATTEN 10/14-10/27	201911 320-53800-12200		*	362.50	
11/21/19	530	POOL ATTEND 10/28-11/10	201911 320-53800-12200		*	375.00	
11/27/19	531	NOV 19 - PAYROLL REIMB	201911 320-53800-12200		*	6,585.98	
GOVERNMENTAL MANAGEMENT SERVICES						15,422.71	003958
TOTAL FOR BANK A						26,865.77	
TOTAL FOR REGISTER						26,865.77	

FALC FALCON TRACE IARAUJO

*** CHECK DATES 11/01/2019 - 11/30/2019 ***

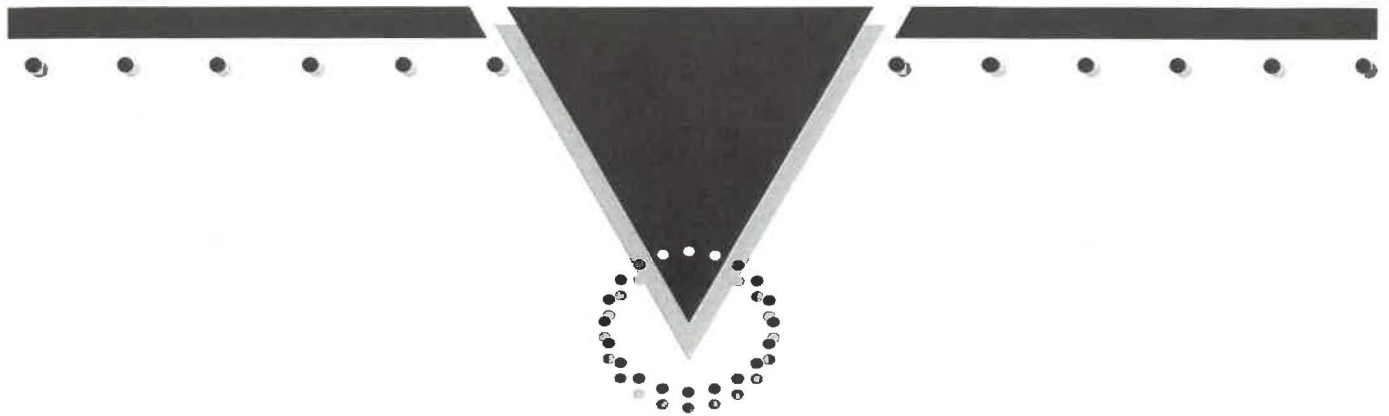
CAPITAL PROJECTS

BANK C FALCON TRACE CDD

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
11/06/19	00011	10/31/19 11229	201910 600-53800-60000			*	19,000.00		
			HERBICIDE APPLICATION						
					AQUATIC WEED MANAGEMENT			19,000.00	000020
11/18/19	00010	10/11/19 18400	201910 600-53800-60009			*	24,208.53		
			PLAYRGROUND PRJ FINAL PMT						
		11/08/19 18479	201911 600-53800-60009			*	23,551.00		
			INSTALL EWF/PLAYGRND EQUI						
					PLAYMORE WEST INC. DBA			47,759.53	000021
					TOTAL FOR BANK C		66,759.53		
					TOTAL FOR REGISTER		66,759.53		

FALC FALCON TRACE IARAUJO

SECTION 2



Falcon Trace

Community Development District

Unaudited Financial Reporting
November 30, 2019



Table of Contents

1	<u>Balance Sheet</u>
2	<u>General Fund</u>
3	<u>Debt Service Fund</u>
4	<u>Capital Projects Fund</u>
5-6	<u>Month to Month</u>
7	<u>Long-Term Debt</u>
8	<u>Assessment Receipt Schedule</u>

FALCON TRACE
COMMUNITY DEVELOPMENT DISTRICT
COMBINED BALANCE SHEET
November 30, 2019

<i>Assets</i>	<u>Governmental Fund</u>			<u>Totals</u>
	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	
Cash - Wells Fargo	\$221,012	-----	-----	\$221,012
Cash - SunTrust	-----	-----	\$164,483	\$164,483
Investments				
Custody Account	\$57,952	-----	-----	\$57,952
Series 2007				
Revenue Account	-----	\$231,575	-----	\$231,575
Redemption Account	-----	\$1	-----	\$1
Cost of Issuance	-----	-----	\$26,419	\$26,419
Due from General Fund	-----	\$35,351	-----	\$35,351
Total Assets	\$278,964	\$266,927	\$190,902	\$736,792
<i>Liabilities</i>				
Accounts Payable	\$10,433	-----	\$0	\$10,433
Due to Debt Service	\$35,351	-----	-----	\$35,351
<i>Fund Equity</i>				
Fund Balances				
Unassigned	\$233,181	-----	-----	\$233,181
Restricted for Debt Service	-----	\$266,927	-----	\$266,927
Restricted for Capital Projects	-----	-----	\$190,902	\$190,902
Total Liabilities and Fund Equity	\$278,964	\$266,927	\$190,902	\$736,792

FALCON TRACE
COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND
Statement of Revenues and Expenditures
For Period Ending November 30, 2019

	General Fund Budget	Prorated Budget Thru 11/30/19	Actual Thru 11/30/19	Variance
<u>Revenues:</u>				
Maintenance Assessments	\$355,855	\$355,855	\$30,445	(\$325,410)
Miscellaneous Income	\$1,500	\$250	\$200	(\$50)
Interest	\$100	\$17	\$16	(\$1)
Total Revenues	\$357,455	\$356,122	\$30,661	(\$325,461)
<u>Expenditures:</u>				
<u>Administrative:</u>				
Supervisors Fees	\$8,000	\$1,333	\$1,200	\$133
FICA Expense	\$612	\$102	\$92	\$10
Engineer	\$1,000	\$167	\$0	\$167
Dissemination	\$1,000	\$167	\$167	\$0
Assessment Roll	\$5,000	\$5,000	\$5,000	\$0
Arbitrage Rebate	\$600	\$0	\$0	\$0
Attorney Fees	\$15,000	\$2,500	\$2,579	(\$79)
Annual Audit	\$3,300	\$0	\$0	\$0
Trustee Fees	\$4,450	\$0	\$0	\$0
Management Fees	\$51,615	\$8,603	\$8,603	(\$0)
Information Technology	\$2,650	\$442	\$242	\$200
Telephone	\$50	\$8	\$0	\$8
Postage	\$500	\$83	\$51	\$32
Printing and Binding	\$600	\$100	\$92	\$9
Insurance	\$11,250	\$11,250	\$10,920	\$330
Legal Advertising	\$2,500	\$417	\$0	\$417
Contingency	\$1,200	\$200	\$139	\$61
Property Appraiser	\$1,000	\$1,000	\$902	\$98
Office Supplies	\$500	\$83	\$18	\$65
Dues, Licenses, Subscriptions	\$175	\$175	\$175	\$0
Total Administrative	\$111,002	\$31,630	\$30,179	\$1,451
<u>Maintenance:</u>				
Field Management	\$19,343	\$3,224	\$3,224	\$0
Property Insurance	\$6,750	\$6,750	\$6,432	\$318
Pool Staff Payroll	\$76,000	\$12,667	\$13,802	(\$1,136)
Security	\$1,500	\$250	\$690	(\$440)
Telephone Expense	\$2,200	\$367	\$379	(\$13)
Electric	\$18,900	\$3,150	\$3,120	\$30
Irrigation/Water	\$13,500	\$2,250	\$1,497	\$753
Lake Maintenance	\$8,600	\$1,433	\$600	\$833
Pest Control	\$650	\$108	\$0	\$108
Pool Maintenance	\$29,500	\$4,917	\$2,700	\$2,217
Grounds Maintenance	\$33,000	\$5,500	\$11,326	(\$5,826)
General Facility Maintenance	\$10,000	\$1,667	\$3,029	(\$1,363)
Refuse Service	\$5,000	\$833	\$1,157	(\$323)
Field Contingency	\$5,000	\$833	\$1,294	(\$460)
Transfer Out	\$16,510	\$0	\$0	\$0
Total Maintenance	\$246,453	\$43,949	\$49,250	(\$5,301)
Total Expenditures	\$357,455	\$75,578	\$79,428	(\$3,850)
Excess Revenues (Expenditures)	(\$0)	-----	(\$48,767)	-----
Fund Balance - Beginning	\$0	-----	\$281,948	-----
Fund Balance - Ending	(\$0)	-----	\$233,181	-----

FALCON TRACE COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE 2007

Statement of Revenues & Expenditures
For Period Ending November 30, 2019

Revenues:

	Adopted Budget	Prorated Budget Thru 11/30/19	Actual Thru 11/30/19	Variance
Assessments - On Roll	\$413,660	\$35,351	\$35,351	\$0
Interest	\$300	\$50	\$65	\$15
Total Revenues	\$413,960	\$35,401	\$35,417	\$15

Expenditures:

Interest Expense 11/01	\$8,888	\$8,888	\$8,888	\$0
Principal Expense 05/01	\$400,000	\$0	\$0	\$0
Interest Expense 05/01	\$8,888	\$0	\$0	\$0
Total Expenditures	\$417,776	\$8,888	\$8,888	\$0

Other Sources (Uses)

Transfer In (Out)	\$233,006	\$7	\$7	\$0
Excess Revenues (Expenditures)	(\$3,816)	-----	\$26,536	-----
Fund Balance - Beginning	\$239,924	-----	\$240,390	-----
Fund Balance - Ending	\$236,108	-----	\$266,927	-----

FALCON TRACE
COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND
Statement of Revenues & Expenditures
For Period Ending November 30, 2019

	Adopted Budget	Prorated Thru 11/30/19	Actual Thru 11/30/19	Variance
<u>Revenues:</u>				
Interest	\$150	\$25	\$26	\$1
Total Revenues	\$150	\$25	\$26	\$1
<u>Expenditures:</u>				
Parking Lot Resurfacing	\$37,500	\$6,250	\$0	\$6,250
Pool Furniture	\$10,000	\$1,667	\$0	\$1,667
Landscape Improvements	\$15,000	\$2,500	\$19,000	(\$16,500)
Capital Reserves	\$0	\$0	\$47,760	(\$47,760)
Total Expenditures	\$62,500	\$10,417	\$66,760	(\$56,343)
<u>Other Sources (Uses)</u>				
Transfer In (Out)	\$249,516	\$41,586	(\$7)	\$41,579
Total Other	\$249,516	\$41,586	(\$7)	\$41,579
Excess Revenues (Expenditures)	\$187,166		(\$66,740)	
Fund Balance - Beginning	\$242,526		\$257,642	
Fund Balance - Ending	\$429,692		\$190,902	

**FALCON TRACE
COMMUNITY DEVELOPMENT DISTRICT**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Revenues:													
Maintenance Assessments	\$0	\$30,445	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,445
Miscellaneous Income	\$200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200
Interest	\$9	\$7	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16
Total Revenues	\$209	\$30,452	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,661
Expenditures:													
Administrative													
Supervisors Fees	\$1,000	\$200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200
FICA Expense	\$77	\$15	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$92
Engineer	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dissemination Agreement	\$83	\$83	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$167
Assessment Roll	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Attorney	\$2,414	\$166	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,579
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trustee Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management Fees	\$4,301	\$4,301	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,603
Information Technology	\$121	\$121	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$242
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$47	\$4	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$51
Printing and Binding	\$0	\$91	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$92
Insurance	\$10,920	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,920
Legal Advertising	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$101	\$38	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$139
Property Appraiser	\$902	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$902
Office Supplies	\$0	\$18	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18
Dues, Licenses, Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Total Administrative	\$25,141	\$5,037	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,179

**FALCON TRACE
COMMUNITY DEVELOPMENT DISTRICT**

Maintenance

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Field Management	\$1,612	\$1,612	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,224
Property Insurance	\$6,432	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,432
Pool Staff Payroll	\$5,904	\$7,898	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,802
Security	\$606	\$84	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$690
Telephone Expense	\$190	\$190	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$379
Electric	\$1,588	\$1,533	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,120
Irrigation/Water	\$738	\$759	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,497
Lake Maintenance	\$300	\$300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600
Pest Control	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pool Maintenance	\$1,640	\$1,060	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,700
Grounds Maintenance	\$2,445	\$8,881	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,326
General Facility Maintenance	\$2,863	\$167	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,029
Refuse Service	\$680	\$477	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,157
Field Contingency	\$0	\$1,294	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,294
Transfer Out	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$24,996	\$24,254	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$49,250
Total Expenditures	\$50,137	\$29,291	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$79,428
Excess Revenues (Expenditures)	(\$49,928)	\$1,161	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$48,767)

**FALCON TRACE
COMMUNITY DEVELOPMENT DISTRICT**

LONG TERM DEBT REPORT

SERIES 2007, SPECIAL ASSESSMENT REFUNDING BONDS		
MATURITY DATE:	5/1/2020	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	COVERED BY FINANCIAL GUARANTY INSURANCE POLICY	
RESERVE FUND BALANCE	\$0	
BONDS OUTSTANDING - 9/30/13		\$2,475,000
LESS: PRINCIPAL PAYMENT 5/1/14		(\$310,000)
LESS: PRINCIPAL PAYMENT 5/1/15		(\$325,000)
LESS: PRINCIPAL PAYMENT 5/1/16		(\$335,000)
LESS: PRINCIPAL PAYMENT 5/1/17		(\$350,000)
LESS: PRINCIPAL PAYMENT 5/1/18		(\$370,000)
LESS: SPECIAL CALL 11/1/18		(\$5,000)
LESS: PRINCIPAL PAYMENT 5/1/19		(\$385,000)
CURRENT BONDS OUTSTANDING		\$395,000

**FALCON TRACE
COMMUNITY DEVELOPMENT DISTRICT**

SPECIAL ASSESSMENT RECEIPTS - FY2020

TAX COLLECTOR

							Gross Assessments \$ 818,144 \$ 378,569 \$ 439,575 Net Assessments \$ 769,056 \$ 355,855 \$ 413,201		
							2007 General Fund 46.27% Debt Svc Fund 53.73% Total 100%		
Date Received	Dist.#	Gross Assessments Received	Discounts/ Penalties	Commissions Paid	Interest Income	Net Amount Received	General Fund 46.27%	Debt Svc Fund 53.73%	Total 100%
11/07/19	5/12/19 - 10/25/19	\$8,016.07	\$0.00	\$363.39	\$0.00	\$ 7,652.68	\$ 3,541.03	\$ 4,111.65	\$ 7,652.68
11/14/19	10/26/19 - 11/5/19	\$23,793.22	\$0.00	\$945.10	\$0.00	\$ 22,848.12	\$ 10,572.22	\$ 12,275.90	\$ 22,848.12
11/21/19	11/6/19 - 11/12/19	\$36,766.10	\$0.00	\$1,470.79	\$0.00	\$ 35,295.31	\$ 16,331.74	\$ 18,963.57	\$ 35,295.31
Totals		\$ 68,575.39	\$ -	\$ 2,779.28	\$ -	\$ 65,796.11	\$ 30,444.98	\$ 35,351.13	\$ 65,796.11

SECTION 3

Falcon Trace
Action Items

Task	Status	Estimated Completion
Landscape Upgrades	Approved at May 2019 Meeting - Awaiting Installation, Scheduled by Board after Hurricane Season	COMPLETE
Playground Replacement	Approved at August 2019 Meeting - Awaiting Installation, Scheduled by Board for October 2019	COMPLETE
Mill and Resurface of Parking Lot	Approved at May 2019 Meeting - Awaiting Installation, Scheduled by Board upon Completion of Landscaping and Playground, Signage Proposal Attached to Indicate No Parking	Tentatively scheduled for Jan 2020
Pressure Washing Sidewalks, Fence, Pool Deck, Dock	Staff is coordinating in pool offseason	First Quarter 2020
Basketball Court Repainting	Approved at October 2019 Meeting	First Quarter 2020
Pool Slide Refurbishment	Proposal \$9,800 - Marks Custom Kits	First Quarter 2020
Painting Pool Deck/Tower	Staff is coordinating in pool offseason	First Quarter 2020
Restroom Refurbishment	Staff is Coordinating Proposals	FY 2021
Roof Replacement	Staff is Coordinating Proposals - Proposal \$49,562 - Jurin, \$57,470 - G & G Roof	FY 2021
Lake Hydrilla Treatment	Treatment Approved - vendor has applied two treatments, and is monitoring results	Ongoing
Lighting for Courts	Still awaitng updated proposal	TBD
Fence for Basketball	Proposal - \$7,797 full \$2, 697 for one fence - Varsity	TBD
Access for Courts	Proposal \$7,450 - ACT	TBD
Off Duty Officers - OSO	See Application	TBD

<u>Capital Project Fund</u>	<u>Balance</u>
Starting Balance	\$257,642
Playground	(\$67,571)
Parking Lot Resurfacing	(\$34,086)
Landscape Improvements	(\$11,262)
Current Available Balance	<u>\$144,723</u>
Projected FY 20 Transfer In	\$249,516
Projected Remaining Balance	\$394,239

Mark's Custom Kits Inc.

Mark's Custom Kits Inc.
2217 West Clay St.
Kissimmee, Florida 34741
321-697-5445 Ph/Fax
321-624-4219 Mobile
www.markscustomkits.com

Proposal

DUNS NO. 003105371
CCR Cage NO. 1W6V5
FED ID NO. 59-3462306
Licensed and Insured
PROPOSAL #: 110519

PROPOSAL SUBMITTED TO:

NAME: Government Management Services
ADDRESS: 135 West Central Blvd. Suite 320
CITY: Orlando
STATE: Florida
ZIP: 32801
PHONE: 407-841-5524
FAX:
MOBILE: 407-451-4047

DATE: November 5, 2019

PROPOSAL: Water Slide Repairs

PROJECT LOCATION: Falcon Trace Subdivision

CITY: Orlando

STATE: Florida

REVISION:

PO #:

CONTACT NAME: William Viasalyers

CONTACT NUMBER: 407-841-5524

We hereby submit the following proposal:

To make surface repairs on the clients Falcon Trace subdivision waterslide.

-Client has a waterslide, located within the Falcon Trace subdivision. Slide has various surface defects which include air voids, chips, gouges and has become a safety issue. There are also some seamlines at the flange joints in which Bondo has been used to attempt to eliminate leaks. Bondo has a raised surface which is a safety concern for the riders.

-Repairs will involve cleaning out and off any surface contaminants and filling the defects with proper fill material. Once material has thoroughly cured, repairs will then be sanded down smooth and a new coat of off-white gelcoat will be applied over the repairs. There is a major seam separation at one of the flange joints which will have to be repaired and the flange bolts tightened. Flange bolts will be checked and tightened at joints found to be leaking. Any repair areas will also have a final touch-up coat of white gelcoat which will seal in any repair materials. It is to note; that the application of any new gelcoat will stand out from the existing surrounding surfaces due to discolorization from chlorine, sun fade, etc. It is NOT possible to color-match new gelcoat with older applied material.

- In addition, one of the leaking flanges is located out over the water/pool surface area and because of the uneven surface and height, ladders cannot be used due to safety. Therefore a high-reach will be needed to access the support saddle which is leaking. A section of fence will have to be removed, by client, to allow access of high reach into pool enclosure area.

-It is to note, that should inclement weather approach, any surface applied coating will have to be delayed until the following day, as gelcoats cannot be applied when surfaces are wet or cold. Once all repairs are done, it would be advisable to allow the repaired areas to fully cure for 24 to 48 hours before placing back into service.

- Proposal includes all materials, labor, equipment (compressor and high reach), and all on-site costs associated with the project.

Payment Terms:

There will be a 50% deposit required on all jobs, with the remaining balance due upon the completion of the job, unless pre-arranged credit terms have been established. Established credit terms of Net 30 will be set up with companies who have gained a track record and have clean credit.

We hereby propose to furnish labor and materials to complete the above quote within client approved specifications, to provide client With requested products and/or services as outlined, for the total sum of:

Dollars: \$ 9,800.00

Nine Thousand Eight Hundred Dollars

No alterations, deviations, or additional materials or services from above specifications will be made unless written change orders signed by the Customer and an authorized Marks Custom Kits representative exists prior to the additional work or materials being provided. Mark's Custom Kits will provide all necessary tools and work personnel to complete the contract and job set forth herein above. All work will be completed in accordance with the specifications as provided to Mark's Custom Kits by the Customer.

Customer hereby waives any claim or defense to any action with regard to the design, manufacture, installation, and use of the work product by Mark's Custom Kits so long as the work product and services have met all specifications and design drawings contained herein or incorporated by reference. Customer's waiver is in recognition that the work product and services are custom manufactured and provided according to the Customer's specifications. The Customer agrees to hold harmless and indemnify Mark's Custom Kits as to any legal action brought by third parties or by the Customer under an assignment of rights or action by a third party regarding the work product and services provided herein so long as the work product and services meet all specifications as contained herein.

Customer warrants that Customer owns the subject property and is not a tenant. In the alternative, if the Customer is a tenant, that the Customer will provide a copy of Customer's current lease.

Customer agrees that should Mark's Custom Kits take legal action in the enforcement of any of the terms under this agreement, including but not limited to payment under this contract or the enforcement of any other terms, that the prevailing party shall be due reasonable attorney's fees and cost, as to both litigation and appellate action. Any legal venue will be heard in Osceola County, Florida.

It is further agreed that the agreement between Mark's Custom Kits and the Customer is represented solely by the terms of this agreement. Any prior oral agreements that are not evidenced by the terms of this agreement are void and not binding upon Mark's Custom Kits. The Customer hereby agrees to the specifications and terms stated above and authorize that the work be performed.

Initial: MVS

All materials are to be guaranteed by industry standards. Work will be completed in a professional manner and in an agreed upon time. Any alterations, changes or deviations from above quote by the client may involve extra charges above and beyond this original quote and a change-of-order MUST be signed by the client prior to said changes being initiated. Approved changes will be billed accordingly and any such additional work could alter delivery date. This quote is only good for 30 days and must be requested after this time.

AUTHORIZED SIGNATURE:



TITLE: President

PRINTED NAME: Mark Scrivani

DATE: 11-4-2019

The above prices, specifications, conditions and terms are hereby accepted and approved. You are hereby authorized to start work on this project at an agreed upon time. Payment will be made as outlined as stated above, or by a payment schedule which is mutually agreeable, unless otherwise negotiated.

AUTHORIZED SIGNATURE:

PRINTED NAME:

DATE:

PURCHASE ORDER NUMBER, IF APPLICABLE:



The Golden Name In Roofing

ROOF REPLACEMENT PROPOSAL

13704 HAWK LAKE DRIVE, ORLANDO, FL



PREPARED FOR:

GOVERNMENT MANAGEMENT SERVICES
135 W CENTRAL BLVD
STE 320
ORLANDO, FL 32801

October 10, 2019



JURIN ROOFING SERVICES, INC.

Northern Office

560 Seminary Street, Pennsburg, PA 18073

Southern Office

29716 Highway 27, Dundee, FL 33838

(800) 710-7525 • www.jurinroofing.com

FL Contractor #CCC1325665

FL Business License # 23829

www.jurinroofing.com





SECTION 1: ROOF REPLACEMENT PROPOSAL

The Golden Name In Roofing

www.jurinroofing.com



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Proposal - Shingles

GMS - Government Management Services
135 W Central Blvd, Suite 320
Orlando, FL 32801

Date: 10/10/2019

Building:
Falcon Trace Club House
13704 Hawk Lake Drive
Orlando, FL 32837

Job: PRJ #7207: Falcon Trace Clubhouse - Re-Roof

Work to Be Performed:

WE HEREBY PROPOSE TO furnish and install all necessary labor, materials, equipment and supervision to properly complete the following scope of work at 13704 Hawk Lake Drive, Orlando, FL (Falcon Trace CDD Clubhouse and Pool Slide Roofs). Total area of roof system to be replaced is approximately 4,700 square feet. The proposed new roof system will include GAF Timberline architectural shingles. A detailed scope of work is listed below.

1. Mobilization

- 1.1** Setup site to meet OSHA fall protection requirements. This will include setup of various items including guard rails at load and at discharge points.
- 1.2** Load all materials onto roof surface via crane or boom lift. Jurin Roofing Services, Inc. will make maximum efforts to limit the storage of materials and equipment on the ground during the construction project.
- 1.3** Provide temporary toilet facilities for the duration of the project.
- 1.4** Prior to the commencement of the project, Jurin Roofing Services, Inc. requests a pre-construction meeting between the owner's representative and the Jurin Roofing Services, Inc.'s project manager to discuss all project details prior to start.
- 1.5** Any disconnection/reconnection of existing roof top mounted equipment or equipment mounted directly to the underside of the roof deck is the responsibility of the building owner and is not included in this scope of work. Owner agrees to hold harmless and indemnify Jurin Roofing Services, Inc. free of all liabilities as the result of the building owner's or manager's failure to disconnect equipment when requested by Jurin Roofing Services, Inc. Jurin Roofing Services, Inc. must provide 24-hour notice of disconnect/reconnect requirements when possible.

2. Demolition

- 2.1** Remove existing layer of tile.
- 2.2** Remove existing underlayment to expose plywood decking.



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2. Demolition (cont.)

- 2.3 All debris will be loaded into disposal containers and removed from the site. All debris will be disposed of in a legal manner.
- 2.4 Clean all roof top penetrations and perimeter walls free of all loose flashing material. Owner warrants that the existing roof top penetrations are sound. Owner agrees to hold harmless and indemnify Jurin Roofing Services Inc. from any claims resulting from the cleaning of penetration flashings.

3. Unitary Cost Schedule

- 3.1 After removal of roof system, examine plywood roof decking for deterioration. Replace plywood decking with like material at a rate of \$1.90 per square foot with a minimum 32 square feet per area replaced.
- 3.2 All unforeseen deficiencies uncovered during the installation of the new roofing system will be billed as a change order. The rates for change orders are \$67.50 per hour with a 10% mark-up to be added to all materials.

4. Carpentry

- 4.1 No additional carpentry needed.

5. Roof System Installation

- 5.1 Re-nail existing wood decking as necessary.
- 5.2 Install self-adhering underlayment on entire roof area.
- 5.3 Install GAF Timberline HD asphalt shingles onto roof deck. Color of shingles to be chosen from colors available in location of building.
- 5.4 Cut reglets, as necessary, for step and apron flashings.
- 5.5 Flash roof penetrations according to Florida Building Code requirements.

6. Sheet Metal

- 6.1 Install new metal drip edge as per the manufacturer's specifications.
- 6.2 Install a new counterflashing extension to account for lowered height of the new shingles.

7. Limited Warranty

- 7.1 *Limited Manufacturer Warranty* - Provide a 40-year GAF manufacturer's warranty for the roof shingle. The buyer's primary warranty is with the roofing manufacturer. The buyer must comply with all provisions within the Manufacturer's warranty. All remedies available to the buyer are solely through the manufacturer warranty. Jurin Roofing Services, Inc.'s sole liability is to the roofing manufacturer and is governed by the applicator agreement between Jurin Roofing Services, Inc. and the roofing manufacturer.
- 7.2 Jurin Roofing Services, Inc.'s work will be warranted by Jurin in accordance with its standard warranty which is made a part of this proposal/contract and incorporated by reference, for a period of two (2) years from the date of substantial completion. A copy of Jurin Roofing Services, Inc.'s standard warranty is attached or, if not, will be furnished upon request. Jurin SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this



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7. Limited Warranty (cont.)

proposal/contract signifies the parties' agreement that this warranty shall be and is the exclusive remedy against Jurin for all defects in workmanship furnished by Jurin. A manufacturer's warranty shall be furnished if a manufacturer's warranty is called for in this proposal/contract. It is expressly agreed that in the event of any defects in the materials furnished pursuant to this proposal/contract, recourse shall only be against the manufacturer of such material.

8. Contract Provisions and Exclusions

- 8.1 Asbestos, lead based paint, and toxic materials exclusion** - This proposal and contract is based upon the work to be performed by Jurin Roofing Services, Inc. not involving contact with asbestos-containing, lead based, or toxic materials and that such materials will not be encountered or disturbed during the course of performing the re-roofing work. Jurin Roofing Services, Inc. is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing, lead based, or toxic materials. In the event such materials are encountered, Owner will make arrangements with others for the handling and/or removal of such materials and/or Jurin Roofing Services, Inc. shall be entitled to additional time and compensation for additional expenses incurred as a result of the presence of asbestos, asbestos-containing, lead based, or toxic materials at the work site.
- 8.2 Change Orders** - If Jurin Roofing Services, Inc. is requested by general contractor, prime contractor or owner to perform extra or changed work that was not part of Jurin Roofing Services, Inc.'s original scope of work, general contractor, prime contractor or owner will provide reasonable compensation to Jurin Roofing Services, Inc. for said work. General contractor, prime contractor or owner shall not give orders to Jurin Roofing Services, Inc. for the work that is required to be performed at that time and then refuse to make payment on the grounds that a Change Order was not executed at the time the work was performed or the general contractor, prime contractor or owner's representative was not authorized to order the change. General contractor, prime contractor, owner and Jurin Roofing Services, Inc. recognize that in order for construction projects to proceed in a timely and efficient manner, changes in the original specifications frequently are made prior to execution of formal Change Order documents. The parties agree to work in good faith with each other so that Jurin Roofing Services, Inc. does not proceed with changed work without authorization and Jurin Roofing Services, Inc. receives fair compensation for authorized change work.
- 8.3 Dispute Resolution** - In the event of a dispute between the parties hereto, the parties shall seek to mediate the dispute. If mediation is not successful, arbitration shall be promptly conducted. Both mediation and arbitration shall be held in the county where the Project is located.
- 8.4 Electrical Conduit** - Owner represents there is no electrical conduit embedded within the existing roofing to be removed or attached directly to the underside or topside of the roof deck upon which contractor will be installing the new roof. Owner will indemnify Jurin Roofing Services, Inc. from any personal injury, damage, claim or expense because of the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Jurin Roofing Services, Inc. personnel, and shall compensate Jurin Roofing Services, Inc. for additional time and expense resulting from the presence of such materials.



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8. Contract Provisions and Exclusions (cont.)

- 8.5 *Indemnify and Hold Harmless Clause*** - Jurin Roofing Services, Inc. agrees to indemnify and hold harmless the Owner from all claims, damages, losses and expenses for personal injury, including death and property damage, to the extent caused by a negligent act or omission by Jurin Roofing Services, Inc. or someone for whose acts Jurin Roofing Services, Inc. is responsible. Jurin Roofing Services, Inc. is not obligated to provide indemnity for damages, losses, claims or expenses to the extent due to the negligence or fault of indemnities or others for whose conduct Jurin Roofing Services, Inc. is not responsible. Similarly, Owner shall indemnify and hold harmless Jurin Roofing Services, Inc. from all claims for bodily injury, including death or other damages, to the extent due to the negligence of Owner or the fault of its agents, representatives or employees. Owner agrees to hold harmless and indemnify Jurin Roofing Services, Inc. from any and all future construction defect claims.
- 8.6** Jurin Roofing Services, Inc. is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage or ponding on the roof due to structural conditions. Additionally, Jurin Roofing Services Inc. shall not be liable for any claims or damages arising from or related to deficiencies in drainage. It is the Customer's responsibility to retain a licensed architect or mechanical engineer to determine and evaluate the drainage design and compliance with existing plumbing codes, including potential need for additional drains, scuppers or overflow drains, prior to commencement of reroofing. Jurin Roofing Services Inc.'s work does not include evaluation of code compliance, existing drainage, proper location or size of roof drains, or adequacy of drainage.
- 8.7 *Mold growth exclusion*** - Jurin Roofing Services, Inc. and Owner are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Owner will make periodic inspections for signs of water intrusion and act promptly, including notice to Jurin Roofing Services, Inc., if Owner believes there are roof leaks, to correct the condition. Upon receiving notice Jurin Roofing Services, Inc. will make repairs promptly so that water entry through the roofing installed by Jurin Roofing Services, Inc. is not a source of moisture. Jurin Roofing Services, Inc. is not responsible for indoor air quality. Owner shall hold harmless and indemnify Jurin Roofing Services, Inc. from claims due to poor indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.
- 8.8** Customer acknowledges that tear-off of existing roofing materials and re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Jurin Roofing Services, Inc. shall not be responsible for disturbance, damage, and cleanup or loss of use or loss to interior property that Customer did not remove or protect prior to commencement and during the course of roofing tear-off and re-roofing operations. Customer shall notify tenants and building occupants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Jurin Roofing Services, Inc. harmless from claims of tenants and occupants who were not so notified and did not provide protection.
- 8.9 *Fumes and Emissions*** - Customer acknowledges that roofing involves the use of solvent based materials. Odors and emissions from roofing products will be released and noise will be generated as part of the roofing operations to be performed by Jurin Roofing Services, Inc. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents,



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8. Contract Provisions and Exclusions (cont.)

windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during application process. Customer shall indemnify and hold harmless Jurin Roofing Services, Inc. from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

- 8.10** This proposal is being submitted based upon standard roofing practices with the intention of providing long-term moisture protection. No consideration has been given to local building code requirements. Change to the specifications may be required in order to comply with local codes. Any changes to this scope of work in order to comply with code requirements will be considered a change order to the project.
- 8.11** Jurin Roofing Services, Inc.'s commencement of the roof installation indicates only that Jurin Roofing Services, Inc. has accepted the surface of the roof deck as suitable to attach the roofing materials. Jurin Roofing Services, Inc. is not responsible for the construction, structural sufficiency, durability, and fastening, moisture content or physical properties of the roof deck or other trades' work or design.
- 8.12** Owner warrants that the structures on which Jurin Roofing Services, Inc. is to work are in sound condition and capable of withstanding normal activities of roofing construction equipment and operations. Owner represents that there is no electrical conduit embedded in the existing roofing or attached directly to the underside or topside of the roof deck upon which Jurin Roofing Services, Inc. will be installing the new roof. Owner will indemnify Jurin Roofing Services, Inc. from any personal injury, damage, claim or expense due to unsafe structural conditions and the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Jurin Roofing Services' personnel, and shall compensate Jurin Roofing Services, Inc. for additional time and expense resulting from the presence of such materials and unsafe structures.
- 8.13** Design Professional is responsible to design the work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed. Jurin Roofing Services, Inc. is not responsible for design, including calculation or verification of wind load design. To the extent minimum wind loads or pressures are required; Jurin Roofing Services, Inc.'s bid is based solely on manufacture's printed test results. Jurin Roofing Services, Inc. is not responsible for the construction or structural sufficiency of the roof deck or other building components not constructed by Jurin Roofing Services, Inc.
- 8.14** *Building Permit Exclusion* - The cost of the building permit, if required, is included in the proposed price as noted. Jurin Roofing Services, Inc. will pull the permit on behalf of the owner if required. The cost of the building permit plus a handling fee of 10% will be added to the cost of the project if a building permit is required. This will be handled as a change order. In addition, if additional services are required by the municipality including but not limited to engineering or architectural design services these additional costs will be burdened by the building owner at cost plus 10%.
- 8.15** Jurin Roofing Services, Inc. is not responsible for leakage through the existing roof or other portions of the building that have not yet been re-roofed by Jurin Roofing Services, Inc. Jurin Roofing Services, Inc. is not responsible for damages or leaks due to existing conditions or existing sources of leakage simply because Jurin Roofing Services, Inc. started work on the building.



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8. Contract Provisions and Exclusions (cont.)

- 8.16** The failure of Customer to make property payment to Jurin Roofing Services, Inc. when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Jurin Roofing Services, Inc. at its discretion to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which Jurin Roofing Services, Inc. shall perform the work shall be extended for a period equal to the period which the Work was suspended, and the contract sum to be paid Jurin Roofing Services, Inc. shall be increased by the amount of Jurin Roofing Services, Inc. reasonable costs of shut-down, delay and start-up.
- 8.17** Customer shall purchase and maintain builder's risk and property insurance, including the labor and materials furnished by Jurin Roofing Services, Inc., covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted.
- 8.18** Existing drain assemblies will be re-used. Any new drain components needed as result of removal and re-installation (i.e. broken bolts, etc.) will be billed separately.
- 8.19** Warranty Conditioned Upon Receipt of Payment - Warranties provided by Jurin Roofing Services Inc., including manufacturer warranties, shall not be effective unless and Jurin Roofing Services Inc. has been paid in full.
- 8.20** Jurin Roofing Services Inc. is not liable for fireproofing that may detach, fall or spall from the underside of the roof deck or structural members during roofing operations, including costs of clean-up and replacement of fireproofing.

Notes: Statement of Quality - All material is guaranteed to be the same as specified. All work is done in accordance with accepted roofing practices as determined by the NRCA. All extra work will be done through change orders and will be an extra cost above and beyond the stated price. All agreements are contingent upon delays beyond our control. Owner to carry all necessary fire, tornado, and other insurance. Our workers are fully covered by workman's compensation insurance.

Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work within ten (10) days of substantial completion of the Work. All sums not paid when due shall earn interest at the rate of 1 1/2 percent per month. Contractor shall be entitled to recover from Customer all costs of collection, including attorney's fees, resulting from Customer's failure to make proper payment when due. Jurin Roofing Services, Inc. entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global, including wind uplift testing.



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Tel. (800) 710-7525 Fax (215) 536-6182 www.jurinroofing.com

This proposal may be withdrawn if not accepted within 30 days of submission.

PRICE FOR THE ABOVE SCOPE OF WORK: \$49,562.00



Mr. Drew McNevey
Estimator
Jurin Roofing Services, Inc.

I, _____ accept the above proposal on _____ 20____

Authorized Signature



SECTION 2: SITE PHOTOS

The Golden Name In Roofing

www.jurinroofing.com

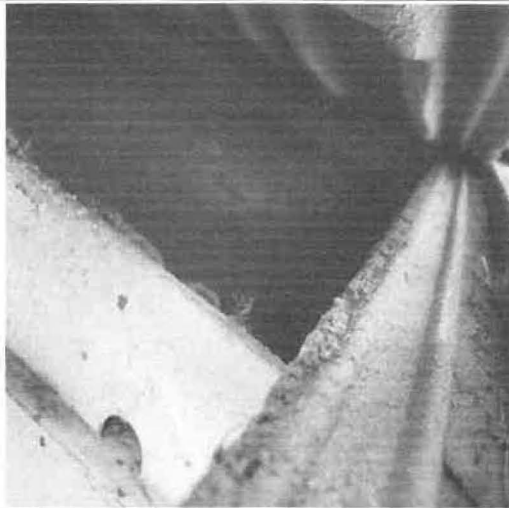


The Florida Roofing, Sheet Metal &
All Construction Contractors Association



1569006066801__347ba2b0e-9e75-4dc8-9695-3b4d81f4a22e.jpg
PROJECT:[PRJ #7207 (Falcon Trace CDD 13704 Hawk Lake Dr, Orlando FL 32837 - Re-Roof)]

Underlayment Construction



1569006067029__1247ba2b0e-9e75-4dc8-9695-3b4d81f4a22e.jpg
PROJECT:[PRJ #7207 (Falcon Trace CDD 13704 Hawk Lake Dr, Orlando FL 32837 - Re-Roof)]

Clubhouse Overview



1569006067167__1747ba2b0e-9e75-4dc8-9695-3b4d81f4a22e.jpg
PROJECT:[PRJ #7207 (Falcon Trace CDD 13704 Hawk Lake Dr, Orlando FL 32837 - Re-Roof)]

Clubhouse Overview





1569006067234_2047ba2b0e-9e75-4dc8-9695-3b4d81f4a22e.jpg
PROJECT:[PRJ #7207 (Falcon Trace CDD 13704 Hawk Lake Dr, Orlando FL 32837 - Re-Roof)]

Clubhouse Overview



1569006067326_2447ba2b0e-9e75-4dc8-9695-3b4d81f4a22e.jpg
PROJECT:[PRJ #7207 (Falcon Trace CDD 13704 Hawk Lake Dr, Orlando FL 32837 - Re-Roof)]

Clubhouse Overview



1569006067344_2547ba2b0e-9e75-4dc8-9695-3b4d81f4a22e.jpg
PROJECT:[PRJ #7207 (Falcon Trace CDD 13704 Hawk Lake Dr, Orlando FL 32837 - Re-Roof)]

Valley Detail





1569006067392__2747ba2b0e-9e75-4dc8-9695-3b4d81f4a22e.jpg
PROJECT:[PRJ #7207 (Falcon Trace CDD 13704 Hawk Lake Dr, Orlando FL 32837 - Re-Roof)]

Rake Edge Detail



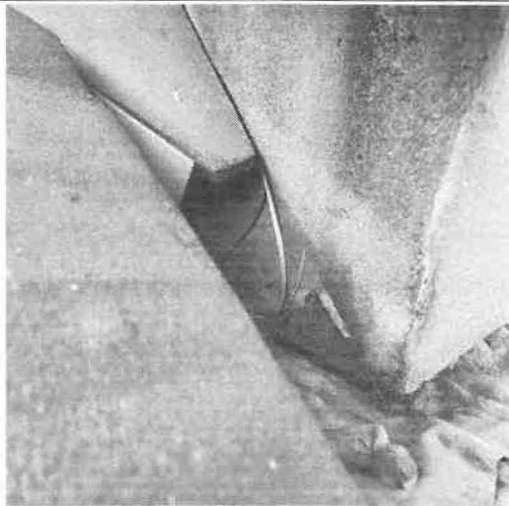
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PROJECT:[PRJ #7207 (Falcon Trace CDD 13704 Hawk Lake Dr, Orlando FL 32837 - Re-Roof)]

Water Slide Roof Overview



1569006067676__3947ba2b0e-9e75-4dc8-9695-3b4d81f4a22e.jpg
PROJECT:[PRJ #7207 (Falcon Trace CDD 13704 Hawk Lake Dr, Orlando FL 32837 - Re-Roof)]

Step and Apron Flashings





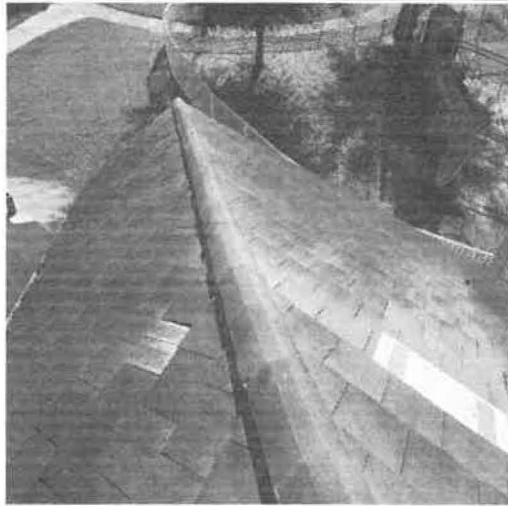
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PROJECT:[PRJ #7207 (Falcon Trace CDD 13704 Hawk Lake Dr, Orlando FL 32837 - Re-Roof)]

Metal Edge Detail



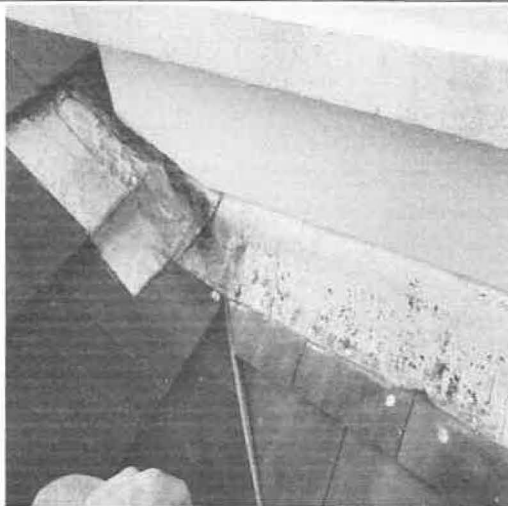
1569006068167__5347ba2b0e-9e75-4dc8-9695-3b4d81f4a22e.jpg
PROJECT:[PRJ #7207 (Falcon Trace CDD 13704 Hawk Lake Dr, Orlando FL 32837 - Re-Roof)]

Hip Cap Detail



1569006068245__5647ba2b0e-9e75-4dc8-9695-3b4d81f4a22e.jpg
PROJECT:[PRJ #7207 (Falcon Trace CDD 13704 Hawk Lake Dr, Orlando FL 32837 - Re-Roof)]

Flashing Detail



1-844-989-ROOF



Roofing Inc.

Safety · Honesty · Integrity

Flat
Metal
Tile
Shingle

Customer Name:

Street: 13600 Hawk Lake Dr

City / State / Zip: Orlando, FL 32837

Phone:

Email:

JOB # 11152019-48

Date: 11/15/2019

Club House & Slide
Tower Reroof

Scope of work includes:

- Obtaining all required permitting and scheduled inspections
- Removal and disposal of all existing roofing materials
- Inspecting and re-nailing the decking 6" on center with 8d ring shanks in the perimeter and field for local code compliance
- Installing Self Adhering (peel-n-stick, SWR) base underlayment on entire home
- Replacing all exposed flashing, drip edge, lead boots, ridge vents, and gooseneck vents → Eagle Concrete Roof Tiles
- Installing ~~Self Adhering Granulated Cap Sheet~~
- Saving existing soffit, fascia, and gutters with best effort when removal is needed
- 5 Sheets of plywood replacement and 8' of fascia board
- Maintaining a clean and safe work environment through the day along with magnetically sweeping the yard and landscaping for nails
- A Wind Mitigation Inspection Form will be completed (if applicable)

Any additional wood damage **must be replaced to be in compliance with current building codes** and will be billed at \$48 per sheet of plywood and \$8 per linear foot of fascia. Additional wood replacement prices include all material and labor. Price does not include any painting nor stucco/siding repairs where deteriorated flashing had to be removed and replaced.

ALL WORK COMES WITH A:

10 YEAR WORKMANSHIP WARRANTY
Per. Man. Spec. YEAR MATERIALS WARRANTY

ADDITIONAL NOTES:


Clubhouse = 7/12 Pitch

6 sq slide tower roof = 12/12 pitch

Tile
~~Cap Sheet~~ Color:

Drip Edge Color:

TOTAL AMOUNT \$57,470.⁰⁰

 11/15/2019
G & G Roofing Construction Inc. Date

Customer

Date

By signing above, you are agreeing to the following terms and conditions:

- Both parties signing above are in mutual agreement to commence with the work stated above which is limited to what is stated in this proposal.
- All final payments are due upon 100% completion of the roof unless previously discussed and noted in the contract. A service charge of one percent (1%) per week will be added to all balances past due thirty (30) days.
- If included in the contract, the wind mitigation form will be completed but is considered a service free of charge with the reroof and shall not be held as a reason to withhold final payment.
- A deposit of up to a 50% may be required. **\$500.⁰⁰ non-refundable deposit**
- Cancellations may result in a 10% administrative/restocking fee.
- Due to the great amounts of weight of the materials and equipment, such as roll-off trash containers and trucks, G & G Roofing Construction Inc and its subcontractors are released of all liability of damage to driveways and ceilings, and disturbance to shrubbery and lawns
- This proposal does not cover the removal of, and in no case shall G & G Roofing Construction Inc be liable for damage to: HVAC units/conduits, gas lines, water lines, electrical lines, or conduits, whether located above, below, or in the roof system, lightning protection systems, landscaping, communication cable, communication devices, or other devices including recalibration of satellites. It is the building owner's financial obligation to provide corrective measures.
- Purchaser acknowledges and agrees that moisture may have entered into the building prior to G & G Roofing Construction Inc's roof installation and/or repair, which may have resulted in mold growth. G & G Roofing Construction Inc disclaims any and all responsibility for damage to persons or property arising from, or related to, the presence of mold in the building.
- Although G & G Roofing Construction Inc takes all necessary precautions to protect all landscaping and keep surroundings as clean as possible during the roofing process, there may be roofing debris found after the fact.
- All surplus materials shall remain the property of G & G Roofing Construction Inc unless, at G & G Roofing Construction Inc's option, turned over to the homeowner upon completion of work.
- Warranties take effect upon job completion and payment. If necessary, warranty work will be performed only after full payment has been received.

Proposal

Page No. / of / Pages

Varsity Courts, Inc.

1970-A CORPORATE SQUARE
LONGWOOD, FLORIDA 32750
407-830-8906 • FAX 407-830-7267

PROPOSAL SUBMITTED TO FALCON TRACE		PHONE (407) 470-8825	DATE OCTOBER 18, 2019
STREET 13600 HAWK LAKE DRIVE		JOB NAME FENCING FOR BB COURT	
CITY, STATE AND ZIP CODE ORLANDO, FLORIDA		JOB LOCATION	
ARCHITECT ATTN: JASON SHOWE	DATE OF PLANS	JOB PHONE	

We hereby submit the following specifications and estimates for:

FENCING FOR CONCRETE BASKETBALL COURT - 60' x 96'

Install 10' high fence completely around slab. Corner post and gate post 3" OD Schedule 40. Line post 2 1/2" Schedule 40. All post and framework to be painted green. 10' high mesh will be green vinyl coated.

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:
SEVEN THOUSAND SEVEN HUNDRED NINETY SEVEN dollars (\$ **7,797.00**)

Payments to be made as specified below:
UPON COMPLETION OF WORK

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature

Dennis Brubaker SW

Note: This proposal may be
withdrawn by us if not accepted within

-30-

days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Signature

Date of Acceptance:

Proposal

Page No. 1 of 1 Pages

Varsity Courts, Inc.

1970-A CORPORATE SQUARE
LONGWOOD, FLORIDA 32750
407-830-8906 • FAX 407-830-7267

PROPOSAL SUBMITTED TO FALCON TRACE		PHONE (407) 470-8825	DATE OCTOBER 18, 2019
STREET 13600 HAWK LAKE DRIVE		JOB NAME FENCING FOR BB COURT	
CITY, STATE AND ZIP CODE ORLANDO, FLORIDA		JOB LOCATION	
ARCHITECT ATTN: JASON SHOWE	DATE OF PLANS	JOB PHONE	

We hereby submit the following specifications and estimates for:

FENCING FOR BACK PART OF BASKETBALL COURT - BY WOODS

Install 10' high fence down one side of slab approximately 100'. (One straight run) Corner post to be 3" OD Schedule 40, Line post 2 1/2" Schedule 40. All posts and framework to be painted green. 10' high mesh will be green vinyl coated.

5' and 6' high fencing is a liability on a Basketball Court for the players.

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:
TWO THOUSAND SIX HUNDRED NINETY SEVEN 2,697.00 dollars (\$)
Payments to be made as specified below:
UPON COMPLETION OF WORK

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Dennis Brubach sm

Note: This proposal may be withdrawn by us if not accepted within -30- days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

Signature

Signature

11/6/2019



Mr. William Viasalyers
Falcon Trace c/o Governmental Management Services
135 W. Central Blvd., Suite 320
Orlando, FL 32801
Phone: 407-451-4047
wviasalyers@gmscfl.com

RE: Falcon Trace Basketball Court Access Control (110619ND)

Dear Mr. Viasalyers,

Thank you for giving us the opportunity to quote on your access control requirements for Falcon Trace, a residential community located in Orange County. Following is a description of the job to be performed and our cost quotation.

The cost information given should be considered budgetary at this time. When you have made your final decision as to the configuration of the job, we will be pleased to submit a final price.

WORK EFFORT

Our work effort is to upgrade the access control system for Falcon Trace. This effort will consist of furnishing and installing one (1) proximity card reader, one (1) mag-lock and pedestal-mounted exit button to control access through one (1) **customer provided** pedestrian gate at the basketball court. The new card reader and one (1) **existing** card reader at the pool will be connected to and controlled by a new web-based programmable entry controller. The controller will be mounted in the office. No database conversion has been included in this proposal.

NOTE: This proposal is based on all existing electrical wiring, communications wiring, conduit, access control devices, pedestrian gates, etc. being present and in proper working order for re-use. Any additional labor and materials necessary will be separate and billable.

Quotation for
- Falcon Trace -
11/06/19
Page 1 of 4

NOTE: This proposal is based upon the customer provided pedestrian gate(s) being present and in proper condition for the application of access controls. Any additional work required will be separate and billable.

BASE SYSTEM EQUIPMENT AND PRICE

Base System Equipment

- 1 ea Linear model "eMerge" web-based controller
- 1 ea HID proximity card reader
- 1 ea Surge suppression (power and control) for card reader
- 1 ea Mag-lock
- 1 ea "Request to Exit" button
- 1 ea ACT pedestal for "Request to Exit" button

Base System Price

Total base system price including
equipment, installation and freight, as quoted:

\$7,540.00

INSTALLATION

Includes:

- Installing all equipment.
- Concrete work required for device mounting.
- Providing electrical power to system equipment.
- Providing of conduit and control wiring between equipment items.
- Making all power and electrical connections to equipment.
- Testing out system for proper operation.
- Training owner in operation of system.

Does Not Include:

- Grounding of fence, if required or applicable.
- Decorative brick paver removal, if required or applicable.
- Adequate signage, if required or applicable.
- Adequate lighting, if required or applicable.
- Costs for permits, bonds, surveys, drawings (which includes electrical, mechanical, engineering, elevation, etc.) or site plan modifications.

Quotation for
- Falcon Trace -
11/06/19
Page 2 of 4

- Concrete work required for construction of walls, islands or curb separations in or adjacent to roadways.
- Removal of trees or other landscaping that may be required in order to install equipment.
- Repair and/or replacements of grass, irrigation lines, sprinklers, control wiring or any other landscape materials that might be damaged during installation.
- Cost of repairing undetected items that may be damaged during installation.
- Cost of installing, and monthly rental on, high-speed internet service with a Static IP address required by telephone entrance device and/or programmable entry device.

ADDITIONAL INFORMATION

Warranty

Our warranty covers ***all parts, labor & travel***, with the only exclusions being vandalism (such as being hit by a vehicle) and natural disaster (such as lightning or flooding). The warranty for the system is ***one year*** from date of completed installation.

Annual Service Agreement

In most cases customers choose, after the one-year warranty expires, to utilize our annual service agreement for the mechanical and electronic items. Please let us know if this would be of interest and I will be glad to work up the contract cost for your final system configuration.

Service Support

At ACT, we are very proud of our service department. We have provided sales and service in Central Florida since **1942** and have been installing and maintaining gated entry systems for over **25** years. ACT provides factory-trained technicians, radio dispatched service vehicles and a large inventory of spares for all products sold. Because of this attention to service, calls are responded to the same or next working day with **95%** of all problems encountered being repaired on the first call. If the highest quality installation and service after the sale are of importance in your purchasing decision, ACT is the right choice.

Quotation Expiration

This quotation remains valid for 30 days from the submission date. ACT reserves the right to requote after this time period elapses.

Terms of Sale

Normal terms of sale require that fifty percent (50%) of the quoted system cost is due at time of order. The remaining fifty percent (50%) is due upon completion of the installation.

If you have any questions, please be sure and give me a call. We look forward to serving you soon.

Sincerely yours,



Robert Payne
Access Control Technologies, Inc.
407-422-8850
robert.payne@actflorida.com



ORANGE COUNTY SHERIFF'S OFFICE OFF-DUTY SERVICES APPLICATION INFORMATION

Types of Off-Duty Employment

Business – Deputies provide enhanced services for specific needs of the business

Courtesy Officer – Deputies live onsite within a community to provide enhanced services

Dignitary Protection – Deputies provide protective services for one or more individuals

Homeowner's Association (HOA) – Deputies provide enhanced services for a specific community(s)

Individual – Deputies provide enhanced services for a personal event

Uniforms

Class A: Green long sleeve shirt, long pants, black tie

Class B: Green short sleeve shirt, long pants

Class C: Green short sleeve polo shirt, black shorts, black shoes

Class D: Green twill shirt, green twill pants

Specialty: Any uniform designed or configured for a specific function

Plain Clothes: Business professional attire to include blazer or suit jacket

Off-Duty Rates and Additional Fees

Off-duty fees are based on the Collective Bargaining Agreement between the Sheriff of Orange County and the Fraternal Order of Police. The rates charged for off-duty will be as follows:

- \$35 per hour paid to the deputy (3-hour minimum for temporary jobs)
- \$6 per hour equipment usage fee
- 7.65% of the earned income for administrative fees
- An additional \$10.00 per hour will be charged on holidays.
- A cancellation fee of three (3) hours may be charged to an employer who fails to notify scheduled personnel that the job was cancelled.

Job coordinators/assistant coordinators may assess a fee for the time and effort involved to coordinate the job. This fee will be agreed upon with the employer prior to starting the job. The fee schedule will be based on the number of off-duty employment hours worked by off-duty deputies, per invoice period. The maximum rate for job coordinators/assistant coordinators fees will be as follows:

- 0-25 hours = \$25.00
- 26-50 hours = \$50.00
- 51-100 hours = \$100.00
- 101-150 hours = \$150.00
- 151-200 hours = \$200.00
- 201-250 hours = \$250.00
- 251-300 hours = \$300.00
- 301-350 hours = \$350.00
- More than 351 hours = \$400.00

The Orange County Sheriff's Office may request payment before off-duty services are delivered.

Methods of Payment

- 1) Check/Money Order mailed to Orange County Sheriff's Office Fiscal Management, PO Box 1440, Orlando FL 32802
- 2) ACH/EFT Payments
- 3) Wire Transfers
- 4) Credit Card Payments processed through GovPayNet at <https://www.ocso.com/offdutypayment> (service fees apply)

Depending on the scope of the request, additional paperwork (i.e. alcohol license, Fire Marshal permit, MOT permit) may be required before the Off-Duty Services Application is processed. Failure to fully complete and submit all applicable paperwork may result in processing delays.



ORANGE COUNTY SHERIFF'S OFFICE

OFF-DUTY SERVICES APPLICATION

BUSINESS INFORMATION

Name: *(Full HOA name if applicable)*

Address:

City:

State:

Zip:

E-Mail Address:

Contact Person:

Work #:

Cell #:

FINANCIAL INFORMATION (Complete this section if you rely on an outside management company to process your accounts payable.)

Company Name:

Address:

City:

State:

Zip:

E-Mail Address:

Management Company Representative:

Title:

Work #:

Cell #:

REQUESTED SHIFT SCHEDULE

Is this an ongoing detail over 31 calendar days? Yes ☐ No ☐

Please provide a listing of your requested shifts. *(A detailed schedule may be attached. If shifts are yet to be determined, please write the start date and end date and contact the Off-Duty Services Unit.)*

Start Date(s):	Start Time:	End Date:	End Time:
Start Date(s):	Start Time:	End Date:	End Time:
Start Date(s):	Start Time:	End Date:	End Time:
Start Date(s):	Start Time:	End Date:	End Time:

A CANCELLATION FEE MAY APPLY IF PROPER NOTICE IS NOT PROVIDED TO CANCEL THE JOB.

JOB INFORMATION SECTION

Location Name:		Is this job site located within a city jurisdiction? Yes <input type="checkbox"/> No <input type="checkbox"/>
Address:		City:
State:	Zip:	Gate access community? Yes <input type="checkbox"/> No <input type="checkbox"/>
Have you spoken with a particular Deputy Sheriff in reference to coordinating this job? Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, please provide name:		
Are there any other law enforcement agencies working this detail? Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, which one(s)?		
Number of deputies requested:	Anticipated crowd size: 1-49 <input type="checkbox"/> 50-149 <input type="checkbox"/> 150-299 <input type="checkbox"/> 300-599 <input type="checkbox"/> 600-999 <input type="checkbox"/> 1000-1499 <input type="checkbox"/> 1000-2499 <input type="checkbox"/> 2500+ <input type="checkbox"/>	
Alcohol sold? Yes <input type="checkbox"/> No <input type="checkbox"/>	Alcohol served? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Choose type of off-duty employment:		
Business <input type="checkbox"/> Courtesy Officer <input type="checkbox"/> Dignitary Protection <input type="checkbox"/> Homeowner's Association <input type="checkbox"/> Individual <input type="checkbox"/>		
JOB DUTIES – Describe job duties requested of deputies (i.e., traffic control, crowd control, etc.)		
TYPE OF EVENT – Please describe nature of your event.		
Type of uniform requested – Class A <input type="checkbox"/> Class B <input type="checkbox"/> Class C <input type="checkbox"/> Class D <input type="checkbox"/> Specialty <input type="checkbox"/> (See attached information sheet for reference)		
<p>The employer acknowledges that, pursuant to §30.2905, Florida Statutes, the employer is responsible for acts or omissions of employed off-duty deputy sheriffs while performing services for the employer. The employer agrees to indemnify the Sheriff against all claims, liabilities, losses, injury, death or damage whatsoever, including but not limited to attorneys' fees, on account of or arising from any act or omissions by employed off-duty deputy sheriffs under this agreement.</p> <p>All off-duty permits will be conducted and governed by all applicable Florida Statutes (FS), Orange County Ordinances, Sheriff's Office General Orders, or other items as identified. It is understood that this is a non-binding agreement on the Sheriff's Office as there is no guarantee that the requested off-duty permit will be staffed.</p> <p>I swear and affirm the information provided is a complete and accurate reflection of the event for which I am requesting assistance from the Orange County Sheriff's Office. I understand that my failure to provide an accurate and complete description is grounds for immediate termination of this detail.</p>		
Print Name:	Sign Name:	Date:

FOR OFFICE USE ONLY

Sector:	Zone:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
Processed By (Print Name):	Sign Name:	Date:
Approved By: (Print Name):	Sign Name:	Date:
NOTES: _____ _____ _____		