



**AVE MARIA STEWARDSHIP  
COMMUNITY DISTRICT**

**COLLIER COUNTY  
REGULAR BOARD MEETING  
JANUARY 5, 2021  
9:00 A.M.**

Special District Services, Inc.  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410

[www.avemariastewardshipcd.org](http://www.avemariastewardshipcd.org)

561.630.4922 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**  
**REGULAR BOARD MEETING**

**January 5, 2021**

**9:00 a.m.**

**Ave Maria Master Association (office/fitness center)**

**5076 Annunciation Circle, Suite 103**

**Ave Maria, Florida 34142**

**TO JOIN VIA ZOOM: <https://us02web.zoom.us/j/87641196096>**

**MEETING ID: 876 4119 6096 DIAL IN AT: 1 929 436 2866**

- A. Call to Order
- B. Pledge of Allegiance
- C. Invocation
- D. Proof of Publication.....Page 1
- E. Establish Quorum
- F. Additions or Deletions to Agenda
- G. Comments from the Public for Items Not on the Agenda
- H. Approval of Minutes
  - 1. December 1, 2020 Regular Board Meeting Minutes.....Page 2
- I. Old Business
- J. New Business
  - 1. Presentation on Pilot Project for Drainage Modifications
    - Audience Comments
  - 2. Contractor Prequalification Criteria.....Page 8
    - a. Consider Resolution No. 2021-01 Setting a Public Hearing to Adopt Construction and Maintenance Services Prequalification Criteria and Procedures.....Page 32
      - Audience Comments
  - 3. Consider Approval of Personnel Leasing Agreement.....Page 33
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- K. Administrative Matters
  - 1. Legal Report
  - 2. Engineer Report
  - 3. Manager’s Report
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- L. Board Members Comments
- M. Adjourn

## **Naples Daily News**

Dec. 23, 2020

Miscellaneous Notices

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT NOTICE OF REGULAR BOARD MEETING** The Board of Supervisors of the Ave Maria Stewardship Community District (the "District") will hold a Regular Board Meeting ("Meeting") at 9:00 a.m. on January 5, 2021, in the Ave Maria Master Association located at 5076 Annunciation Circle, Suite 103, Ave Maria, Florida 34142, and will also hold the Meeting utilizing communications media technology through the following login information: Join by URL for VIDEO ACCESS at: <https://us02web.zoom.us/j/87641196096> Call In at: 1-929-436-2866 Meeting ID: 876 4119 6096 The purpose of the Meeting is for the Board to address District related items as noted on the Agenda. At such time the Board is so authorized and may consider any business that may properly come before it. A copy of the agenda may be obtained at the offices of the District Manager, Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (561) 630-4922, during normal business hours, or by visiting the District's website at [www.avemariascd.org](http://www.avemariascd.org). The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued to a date, time and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speak telephone. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY)/1-800-955-8770 (Voice), for aid in contacting the District Manager's office. East person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. AVE MARIA STEWARDSHIP COMMUNITY DISTRICT [www.avemariastewarshipcd.org](http://www.avemariastewarshipcd.org) Dec 23, 2020 #4513794

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT  
REGULAR BOARD MEETING  
Ave Maria Master Association  
5076 Annunciation Circle, Suite 103  
Ave Maria, Florida 34142**

or

**TO JOIN VIA ZOOM: <https://us02web.zoom.us/j/83875277793>**

**MEETING ID: 838 7527 7793**

**DIAL IN AT: 1 929 436 2866**

**DECEMBER 1, 2020**

**A. CALL TO ORDER**

The December 1, 2020, Regular Board Meeting of the Ave Maria Stewardship Community District was called to order at 9:01 a.m. in the Ave Maria Master Association located at 5076 Annunciation Circle, Suite 103, Ave Maria, Florida 34142. The meeting was also available via the Zoom information indicated above.

**B. PLEDGE OF ALLEGIANCE**

**C. INVOCATION**

Mr. Klucik led the group in a prayer.

Christopher Ice, President of Ave Maria University, introduced himself to the CDD Board.

**D. PROOF OF PUBLICATION**

Proof of publication was presented indicating that notice of the Regular Board Meeting had been published in the *Naples Daily News* on November 23, 2020, as legally required.

**E. LANDOWNER ELECTION RESULTS**

This item was moved to after administering the Oaths of Office to Thomas Peek and Jeff Sonalia.

**F. ADMINISTER OATH OF OFFICE AND REVIEW BOARD MEMBER RESPONSIBILITIES & DUTIES**

Mr. Wodraska administered the Oaths of Office to Thomas Peek and Jeff Sonalia. He then explained the Sunshine, public records and ethics laws, along with other duties and responsibilities of the Board members.

**G. LANDOWNER ELECTION RESULTS**

**1. Consider Resolution No. 2020-19 – Canvassing & Certifying Landowners’ Election**

Mr. Wodraska presented Resolution No. 2020-19, entitled:

**RESOLUTION 2020-19**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF AVE MARIA STEWARDSHIP COMMUNITY DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF SUPERVISORS HELD PURSUANT TO CHAPTER 2004-461, LAWS OF FLORIDA, AND PROVIDING FOR AN EFFECTIVE DATE**

A **motion** was made by Mr. Klucik, seconded by Mr. DiFlorio and passed unanimously adopting Resolution No. 2020-19, as presented.

**2. Consider Resolution No. 2020-20 – Re-Designating Officers**

Resolution No. 2020-20 was presented, entitled:

**RESOLUTION 2020-20**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF AVE MARIA STEWARDSHIP COMMUNITY DISTRICT REDESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

A **motion** was made by Mr. Sonalia, seconded by Mr. Peek and passed unanimously re-designating the following slate of officers of the District:

- Chairman – Thomas Peek
- Vice Chairman – Jay Roth
- Secretary – Todd Wodraska
- Assistant Secretary – Robb Klucik
- Assistant Secretary – Tom DiFlorio
- Assistant Secretary – Jeff Sonalia
- Assistant Secretary – Andrew Karmeris

**H. ESTABLISH A QUORUM**

A quorum was established with the following:

**Board of Supervisors**

Chairman	Thomas Peek	Present
Vice Chair	Jay Roth (who arrived at 9:09 a.m. via zoom)	Present
Supervisor	Jeff Sonalia	Present
Supervisor	Tom DiFlorio	Present
Supervisor	Robb Klucik	Present

District Staff in attendance were:

District Manager	Todd Wodraska	Special District Services, Inc.
District Manager	Kathleen Meneely – via Zoom	Special District Services, Inc.
District Manager	Andrew Karmeris – via Zoom	Special District Services, Inc.
General Counsel	Alyssa Willson – via Zoom	Hopping, Green & Sams
District Engineer	Ted Tryka	Agnoli Barber & Brundage, Inc.
Owner Representative	David Genson	Barron Collier Companies

Also present were the following:

Rhonda Mossing, Beatrice Sanford, Laura Lang, Christopher Ice, President of Ave Maria University, Kim Twiss and many others via zoom.

**I. ADDITIONS OR DELETIONS TO THE AGENDA**

Mr. Klucik wanted to remind everyone that there was an application by the developer to amend the land development code for Ave Maria that will come before the planning commission on December 17<sup>th</sup> at 9:00 am.

Ms. Willson requested pulling N. New Business item #2. Contractor Prequalification Criteria from the agenda.

**J. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

There were no comments from the public for items not on the agenda.

**K. APPROVAL OF MINUTES**

**1. November 10, 2020, Regular Board Meeting**

The November 11, 2020, Regular Board Meeting minutes were presented.

A **motion** was made by Mr. Roth, seconded by Mr. Klucik and passed unanimously approving the November 11, 2020, Regular Board Meeting minutes, as presented.

**L. COMMUNITY UPDATES**

**1. Landscape Maintenance**

Ms. Twiss gave an update, noting that she was pleased with the progress the landscaping company was making. She then brought up the issue of streetlights being shorted out on Ave Maria Boulevard, noting that an electrician was working to fix them.

A discussion ensued regarding budgeted amounts for future development and landscaping. Beatrice Sanford asked if the landscaping company was responsible for treating the fire ants in common areas. Ms. Twiss replied that they were and stated that after heavy rains is when we see the most ants.

## **M. OLD BUSINESS**

There were no Old Business items to be addressed by the Board.

## **N. NEW BUSINESS**

### **1. Consider Investment Banking Agreement – MBS Capital Markets, LLC**

Mr. Wodraska presented the agreement and explained that it was the first step in the bond process.

Mr. Klucik asked if the agreement was any different than past agreements. Ms. Willson replied that it was not any different.

### **2. Consider Prequalification Criteria**

#### **a. Consider Prequalification Criteria and Procedures**

#### **b. Appointment of Evaluation Committee**

#### **c. Set a Public Hearing Date to Adopt Criteria and Procedures**

These items were removed from the agenda.

## **O. ADMINISTRATIVE MATTERS**

### **1. Legal Report**

Ms. Willson gave an update regarding Rizzo Estate vs. Ave Maria Stewardship Community District. She explained that a settlement agreement had been reached and the District's insurance company was requesting that the Chairman authorize execution of the agreement. Ms. Wilson added that the District would not be spending any additional funds out of pocket if the agreement is executed.

Mr. Klucik asked if the insurance premiums would balloon up because of this settlement. Mr. Wodraska responded that we shop around for insurance every year.

Mr. Klucik made a **motion** authorizing the Chairman to execute a settlement agreement on the recommendation of the District's insurance carrier if no additional funds are expended by the District. Mr. DiFlorio seconded and upon being put to a vote, the **motion** carried 5 to 0.

Beatrice Sanford asked why the terms of the settlement were unknown. Ms. Willson explained that the settlement was reached by the insurance carrier's defense attorney and the details of the settlement have not been disclosed.

### **2. Engineer's Report**

Mr. Tryka advised that the flashing pedestrian sign had been replaced.

### **3. Manager's Report**

#### **a. AMSCD Projects Update**

Mr. Genson gave an update on AMD projects listed in the projects chart provided in the meeting agenda and answered questions from the Board.

Mr. Genson stated that the Anthem Parkway widening analysis would be completed next month, but that the Anthem Parkway Phase 4 needed to be moved back a few months.

#### **b. Financials**

Mr. Wodraska presented the financials as provided in the meeting agenda packet.

#### **c. Discussion Regarding January 5, 2021, Meeting Date**

Mr. Wodraska asked if everyone was available for the January 5, 2021, meeting.

### **P. BOARD MEMBER COMMENTS**

There were no further Board Member comments.

### **Q. ADJOURNMENT**

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 10:21 a.m. by Mr. Peek. There were no objections.

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**Secretary/Assistant Secretary**

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**Chair/Vice-Chairman**



# AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

## DECEMBER 2020-FINAL

Project Name	Start Date	End Date	Est. Cost	% Complete	Responsible Party	Comments
Entry Landscaping at Oil Well Rd	11/2019	11/2020	\$900,000	90%	AMD	Close to final
Landscaping S. AMB- Phase II	07/2020	06/2021	TBD	0%	AMD	AMD working on design
Pilot Program-Landscaping	11/2020	TBD	TBD		AMD	Working with Collier County
Avila/Roma 4-way stop "swap"	02/2020	04/2021	\$20,000	50%	District Engineer/AMD	In permitting at County
Anthem Parkway widening analysis	09/2020	11/2020	TBD	0%	AMD/District Engineer	Engaged Traffic Engineer Norm Treblecock
Anthem Parkway Phase 4	12/2020	04/2021	\$2.6M	0%	AMD	
<b>External Projects</b>						
Fire Station Construction	03/2020	05/2021	N/A		Immokalee Fire District	Progressing
Public School K-5	03/2020	08/2022			AMD/School Bd	Architect/Design Phase
Security Cameras	01/2020	TBD		20%	Master Assoc.	Check with Verizon

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**

**CONTRACTOR'S PREQUALIFICATION STATEMENT  
(CONSTRUCTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS AND  
MAINTENANCE SERVICES)**

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**Contractor**

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CONTRACTOR CLASSIFICATION LISTING

DETERMINATION OF QUALIFIED PROSPECTIVE BIDDER

**REQUEST FOR QUALIFICATIONS  
FOR CONSTRUCTION SERVICES  
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT  
COLLIER COUNTY, FLORIDA**

The Ave Maria Stewardship Community District (“District”) requests Applications for Qualification from firms interested in providing construction services for public infrastructure improvements. Upcoming projects include the construction of various infrastructure improvements and maintenance services in and around the District including construction of roadways, stormwater management facilities, irrigation facilities, earthwork, landscape, hardscape, street lighting, and other public improvements and maintenance services including exotic vegetation removal and lake and littoral maintenance.

To be eligible to submit qualifications, firms must hold all required applicable licenses in good standing and be authorized to do business in the Collier County, and the State of Florida.

Applicants may request an Application for Qualification from Agnoli Barber & Brundage, Inc., 7400 Trail Boulevard, Suite 200, Naples, Florida 34108, beginning \_\_\_\_\_, 2021, after \_\_\_\_\_:00 \_\_\_\_\_.m. Applicants must submit one original and seven copies of the Application for Qualification, along with one (1) electronic copy (PDF format on a USB flash drive), by \_\_\_\_\_:\_\_\_\_\_ .m. on \_\_\_\_\_, 2021. Address responses to: Mr. Ted Tryka, District Engineer, 7400 Trail Boulevard, Suite 200, Naples, Florida 34108.

Qualified firms will be selected based on experience, qualifications of personnel, and ability to perform construction or maintenance services. Packages will be reviewed and rated by a committee appointed by the District Board of Supervisors, with final selected expected to be made at a publicly noticed Board of Supervisors meeting as soon as practicable after receipt of the recommendations of the Committee appointed by the Board to evaluate the submitted packages. At that time, all qualified firms may be assigned a project qualification and aggregate dollar limit for work under District contracts. All applicants will be promptly notified after the construction and maintenance firms are selected. The pre-qualification decisions of the Board of Supervisors shall be valid for a period of three (3) years, after which the Board of Supervisors may either extend the prequalification period for an additional two (2) years or open the prequalification process again, at its sole discretion. The District reserves the right to waive any informality in the qualifications submitted, to reject any and all qualifications submitted and to advertise for the services.

Pre-qualified firms will be eligible to bid on construction and maintenance projects subject to the applicants approved project classification and aggregate limit. Failure to pre-qualify may preclude the District from awarding contracts for construction and maintenance services to non-qualified firms.

Applicants may contact the District Engineer, at Agnoli Barber & Brundage, Inc., 7400 Trail Boulevard, Suite 200, Naples, Florida 34108, until the qualifications submittal deadline for further information. All requests for information shall be in writing.

Todd Wodraska, District Manager

Publication Date: \_\_\_\_\_, 2021

**NOTICE TO PROSPECTIVE BIDDERS**

The information required herein is for the purpose of fairly evaluating contractor qualifications to perform various construction and maintenance activities for the Ave Maria Stewardship Community District (the "District").

**APPLICANTS FOR PREQUALIFICATION AS BIDDERS FOR THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT CONTRACTS ARE HEREBY NOTIFIED THAT INCLUSION OF FALSE, DECEPTIVE OR FRAUDULENT STATEMENTS ON THIS APPLICATION CONSTITUTES FRAUD. FURTHERMORE, YOU ARE HEREWITH NOTIFIED THAT THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT CONSIDERS SUCH ACTION ON THE PART OF THE APPLICANT TO CONSTITUTE GOOD CAUSE FOR DENIAL, SUSPENSION, OR REVOCATION OF THE PROSPECTIVE BIDDER'S QUALIFICATION FOR BIDDING ON ITS PROJECTS.**

Please be advised that this application must be complete within itself without reference to any other application or statement. All sections of the application shall be completed. If any of the requested information does not apply, it shall be indicated as "None" or "N.A." as applicable. Failure to make entries in every section of this application may result in a disqualification.

All financial information provided in this application and accompanying audited financial statements are exempt from public record laws pursuant to Section 119.071(1)(c), Florida Statutes, and will be kept confidential. District can request annual audits and annual resubmittal of any or all financial statements from any prequalified contractor.

The properly completed Contractor's Prequalification Statement shall be submitted to Agnoli Barber & Brundage, Inc., 7400 Trail Boulevard, Suite 200, Naples, Florida 34108, Any questions with regard to the requests for information contained herein shall be addressed to Mr. Ted Tryka, District Engineer, Agnoli Barber & Brundage, Inc., 7400 Trail Boulevard, Suite 200, Naples, Florida 34108,

**Ave Maria Stewardship Community District  
Minimum Contractor Qualifications  
For Public Infrastructure Improvements**

Contractor: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Typical Work Description:** Construction of Public Infrastructure Improvements may include earthwork, paving, drainage, irrigation, landscaping, hardscaping, roadway improvements and all work associated with these types of activities; maintenance services include exotic vegetation removal and lake and littoral maintenance.

**Owner:** Ave Maria Stewardship Community District

**Certification:** I acknowledge that the Ave Maria Stewardship Community District has the right to deny, suspend or revoke a prospective bidder's qualification for bidding on the Public Infrastructure Construction and Maintenance Services based upon the Determination of Qualified Prospective Bidder information contained herein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_                      \_\_\_\_\_  
Title                                      Date



6. Is the applicant Company incorporated in the State of Florida? yes ( ) no ( )
- 6.1 If yes, provide the following:
- o Is the Company in good standing with the Florida Department of State Division of Corporations? yes ( ) no ( )  
If no, please explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - o Date incorporated \_\_\_\_\_ Charter No. \_\_\_\_\_
- 6.2 If no, provide the following:
- o The State with whom the applicant company is incorporated in? \_\_\_\_\_
  - o Is the company in good standing with the State? yes ( ) no ( )  
In no, please explain \_\_\_\_\_  
\_\_\_\_\_
  - o Date incorporated \_\_\_\_\_ Charter No. \_\_\_\_\_
  - o Is the applicant company authorized to do business in the State of Florida? yes ( ) no ( )
7. Is the applicant company a registered or licensed contractor with the State of Florida? yes ( ) no ( )  
Provide copies of all licenses listed.
- 7.1 If yes, provide the following:
- o Type of registration (i.e. certified general contractor, certified electrical contractor, etc.) \_\_\_\_\_  
\_\_\_\_\_.
  - o License No. \_\_\_\_\_ Expiration Date \_\_\_\_\_
  - o Qualifying individual \_\_\_\_\_ Title \_\_\_\_\_
  - o List company(s) currently qualified under this license \_\_\_\_\_  
\_\_\_\_\_
- 7.2 Is the applicant Company a registered or licensed Contractor with Collier County? yes ( ) no ( )
- 7.3 Has the applicant Company performed work for an independent special district previously? yes ( ) no ( )



8. Is the applicant company prequalified by the Florida Department of Transportation? yes ( ) no ( )

If yes, provide the following:

o Work Class Ratings \_\_\_\_\_  
\_\_\_\_\_

o Maximum Capacity Rating \_\_\_\_\_

9. Name of Applicant's Bonding Company \_\_\_\_\_

Address \_\_\_\_\_

Approved Bonding Capacities: Aggregate Limit \$ \_\_\_\_\_  
Single Project Limit \$ \_\_\_\_\_  
Total Current Contracts Bonded \$ \_\_\_\_\_

Note: All bonds and insurance policies obtained by Applicant required herein shall be issued by companies authorized to do business in the State of Florida and shall have a financial strength rating of A or better, and a financial size category of X or higher, as rated by A.M. Best Company.

Name of Applicant's Bonding Agency \_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

10. List the Applicant's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (2018) \_\_\_\_\_ (2019) \_\_\_\_\_, (2020) \_\_\_\_\_

11. List the classification(s) (refer to attached listing) of work the applicant is applying for prequalification based on the applicant company's ability to self perform the work (excluding general contracting).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. What are the applicant company's current insurance limits? (provide a copy of applicant's certificate of insurance)

General Liability \$ \_\_\_\_\_  
Automobile Liability \$ \_\_\_\_\_  
Workers Compensation \$ \_\_\_\_\_  
Expiration Date \_\_\_\_\_

Note: Applicant must provide a certification that their insurance carrier is authorized to conduct business in Florida.

13. Has the applicant company been cited by OSHA for any job site or company office/shop safety violations in the past two years? yes ( ) no ( )

If yes, please describe each violation, fine, and resolution \_\_\_\_\_

\_\_\_\_\_

13.1 What is the applicant's current worker compensation rating? \_\_\_\_\_



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17. Has any officer or partner of your organization ever been an officer, partner, or owner of some other organization that has failed to complete a construction or maintenance contract? Yes \_\_\_\_\_ No \_\_\_\_\_ If so, state name of individual, other organization and reason therefore.

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18. List any and all litigation with owners or major subcontractors to which the Applicant has been a party in the last five (5) years and describe the outcome or resolution.

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19. Has the Applicant or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? \_\_\_\_\_ If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

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20. Within the past five (5) years, has the Applicant failed to complete a project within the scheduled contract time? \_\_\_\_\_ If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof.

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21. Does the Applicant have adequate equipment to perform normal construction or maintenance operations for each class of work for which prequalification is sought? Yes \_\_\_\_\_ No \_\_\_\_\_ If no, please explain:

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**INCLUDE THE FOLLOWING INFORMATION WITH THIS APPLICATION:**

1. Applicants shall provide letters of recommendation from at least two agencies or firms with direct knowledge of the applicant's key personnel and work performance in sufficient detail to assist in rating the applicant's ability to perform the classification of work for which the applicant is applying for prequalification. The letters must contain specific information regarding the following:
  - (a) Specific projects, including project numbers and location.
  - (b) Size of projects by dollar value.
  - (c) Description of projects and classes of work performed with applicant's own employees and equipment.
  - (d) Whether projects were timely completed.
  - (e) Whether the applicant was cooperative and facilitated changes to the project when required.

(Continued)

Any contractor submitting a Contractor's Prequalification Statement, which in its judgment is adversely affected by the District's rating as to the contractor's qualifications and wishes to protest such decision must file with the District a notice of protest in writing within seventy-two (72) hours (excluding Saturdays, Sundays and state holidays) after receipt of the notice of the District's ranking, and shall file a formal written protest within seven (7) days (including Saturdays, Sundays and state holidays) after the date of filing of the notice of protest. The formal written protest shall state with particularity facts and law upon which the protest is based. **Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of all further proceedings under Florida law and the District's Rules of Procedure.** You may obtain a copy of the District's Rules of Procedure by contacting the District Manager's Office at 2501A Burns Road, Palm Beach Gardens, Florida 33410 .

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Ave Maria Stewardship Community District, or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or necessary to determine whether the Ave Maria Stewardship Community District should prequalify the applicant for bidding on its construction or maintenance projects, including such matters as the applicant's ability, standing, integrity, quality of performance, efficiency and general reputation

The Ave Maria Stewardship Community District can terminate its use of the prequalification list for bidding purposes at any time.

\_\_\_\_\_  
Name of Applicant Company

By: \_\_\_\_\_

\_\_\_\_\_  
[Type Name and Title of Person Signing]

This \_\_\_\_\_ day of \_\_\_\_\_, 2021

(Corporate Seal)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public/Expiration Date  
(Seal)

Applicant acknowledges receipt of the following addenda:

Addendum No. \_\_\_\_\_

Date \_\_\_\_\_

Addendum No. \_\_\_\_\_

Date \_\_\_\_\_

**AFFIDAVIT FOR INDIVIDUAL**

State of \_\_\_\_\_ ss:

County of \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that the statements and answers to the questions concerning experience contained herein are correct and true as of this date; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the District considers such action on the part of the applicant to constitute good cause for denial, suspension or revocation of a certificate of qualification for bidding on Ave Maria Stewardship Community District projects.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public/Expiration Date:

(SEAL)

**AFFIDAVIT FOR PARTNERSHIP**

State of \_\_\_\_\_ ss:

County of \_\_\_\_\_

\_\_\_\_\_, is a member of the firm of \_\_\_\_\_, being duly sworn, deposes and says that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the District considers such action on the part of the applicant to constitute good cause for denial, suspension or revocation of a certificate of qualification for bidding on Ave Maria Stewardship Community District projects.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public/Expiration Date:

(SEAL)

**AFFIDAVIT FOR CORPORATION**

State of \_\_\_\_\_ ss:

County of \_\_\_\_\_

\_\_\_\_\_  
(title) \_\_\_\_\_  
of the \_\_\_\_\_

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning experience are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this application constitutes fraud; and, that the District considers such action on the part of the applicant to constitute good cause for denial, suspension or revocation of a certificate of qualification for bidding on Ave Maria Stewardship Community District projects.

\_\_\_\_\_  
(Officer must sign here)

\_\_\_\_\_  
Print Name

CORPORATE SEAL

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public/Expiration Date:

(SEAL)



SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Ave Maria Stewardship Community District for Prequalification of Construction and/or Maintenance Contractors.

2. This sworn statement is submitted by \_\_\_\_\_  
[Print Name of Entity Submitting Sworn Statement]

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.

4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or,

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

\_\_\_\_\_ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_

\_\_\_\_\_ who, after first being sworn by me, affixed his/her signature in the  
(name of individual signing)

space provided above on this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT  
CONTRACTOR CLASSIFICATION LISTING**

- |                         |                                  |
|-------------------------|----------------------------------|
| 1. Excavation/Earthwork | 7. Stormwater Management         |
| 2. Road Paving          | 8. Exotic Vegetation Removal     |
| 3. Landscape            | 9. Lake and Littoral Maintenance |
| 4. Irrigation           |                                  |
| 5. Hardscape            |                                  |
| 6. Street Lighting      |                                  |

## **DETERMINATION OF QUALIFIED PROSPECTIVE BIDDER**

The Ave Maria Stewardship Community District ("District") is authorized to maintain a list of qualified contractors ("Qualified Prospective Contractors") to submit bids for the procurement of District construction and maintenance projects. Any Qualified Prospective Contractor desiring to submit a bid to provide work for the District must submit a properly completed Contractor's Prequalification Statement to the District Engineer for review and evaluation. **Submittal of the Contractor's Prequalification Statement shall occur prior to the bidding process.**

The District shall evaluate the Contractor's Prequalification Statement and based on the District's judgment of the information provided, shall issue in writing to the contractor, the District's rating as to the classification(s) of the Work and the maximum Bid dollar amount for which the Qualified Prospective Contractor can submit a Bid to the District.

A Qualified Prospective Contractor shall mean a prospective contractor which in the sole judgment of the District has the capability, in all respects, to perform fully the contract requirements, and the business integrity and reliability which will assure good faith performance. In determining the Qualified Prospective Contractor's qualifications, the following criteria will be considered:

- The ability, capacity, and skill of the contractor to perform the contract or provide the work required;
- Whether the contractor can perform the contract or provide the work promptly, or within the time specified, without delay or interference;
- The character, integrity, reputation, judgment, experience, and efficiency of the contractor;
- The quality of performance of previous contract or work. For example, the following information will be considered:
  - o The cost overrun incurred by owners on previous contracts with contractor;
  - o The contractor's compliance record with contract general conditions on other projects;
  - o The contractor's record for completion of the work within the Contract Time or within Contract Milestones and contractor's compliance with scheduling and coordination requirements on other projects;
  - o The quality, availability, and adaptability of the goods or work to the particular use required;
  - o The contractor's demonstrated cooperation with owners, architects, engineers, and others on previous contracts; and;
  - o Whether the work performed and materials furnished on other contracts were in accordance with the contract documents; and
  - o Whether contractor has performed previous work for an independent special district.
- The previous and existing compliance by the contractor with laws and ordinances relating to contracts or work;
- The sufficiency of the financial resources and ability of the contractor to perform the contract or provide the work;
- The ability of the contractor to fulfill its guarantee and warranty period;
- Such other information as may be secured by the Board having a bearing on the decision to award a contract to include, but not be limited to:
  - o The ability, experience, and commitment of the contractor to properly and reasonably plan, schedule, coordinate, and execute the work; and,

- o Whether the contractor has ever been debarred from bidding or found ineligible for bidding on any other projects.
- The District will make such inquiries and investigations as deemed necessary to verify and evaluate the applicant's statements regarding:
  - o The necessary organization and management including experience possessed by the applicant's employees;
  - o Adequate equipment, as shown on the equipment list, to perform normal operations for each class of work in the industry such as that called for in the contract documents in force at the time of application;

If herein required, or if requested by the District at any time after the conclusion of the initial pre-qualification process, the Qualified Prospective Contractor shall submit a certified financial statement(s) in a form acceptable to the District, prepared no later than the past 180 days, indicating current financial resources, current bonding capacity, liabilities, capital equipment, and past financial history performance. Based on this updated financial information, the District, in its sole discretion, may adjust the Qualified Prospective Contractor's Prequalification contract limits or deem the Qualified Prospective Contractor no longer qualified with respect to future District Public Infrastructure projects. In this instance, the Qualified Prospective Contractor acknowledges the right of the District to refuse acceptance of a bid from any Qualified Prospective Contractor who fails to submit to the District documentation that may be required by the District. In such a case, such bid shall be rejected as non-responsive.

Furthermore, a Qualified Prospective Contractor acknowledges the right of the District to determine a Qualified Prospective Contractor to be not qualified to submit a Bid in response to the District's Advertisement for Bids at the sole determination of the District for, but not necessarily limited to, any of the following specific reasons:

- Failure to submit a properly completed Contractor's Prequalification Statement in accordance with the above requirements;
- Failure of the Qualified Prospective Contractor's rating by the District as to classification of the Work and the maximum Bid dollar amount to meet the requirements of the Bid;
- Reason to believe that collusion exists among Bidders;
- Determination of lack of competency as may be revealed by qualification statements, financial statements, experience records, or other sources;
- The Qualified Prospective Contractor's uncompleted work load which, in the judgment of the Board, may cause detrimental impact on timely completion of the project being bid; or
- The Qualified Prospective Contractor's Surety is unacceptable to District.
- Submission of excessive or unreasonable suggested modifications to the District's Standard Form of Construction or Maintenance Contract.

Any contractor submitting a Contractor's Prequalification Statement, which in its judgment is adversely affected by the District's rating as to the contractor's qualifications and wishes to protest such decision must file with the District a notice of protest in writing within seventy-two (72) hours (excluding Saturdays, Sundays and state holidays) after receipt of the notice of the District's ranking, and shall file a formal written protest within seven (7) days (including Saturdays, Sundays and state holidays) after the date of filing of the notice of protest. The formal written protest shall state with particularity facts and law upon which the protest is based. **Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of all further proceedings under Florida law and the District's Rules of Procedure.** You may obtain a copy of the District's Rules of Procedure by contacting the District Manager's Office at 2501A Burns Road, Palm Beach Gardens, FL 33410.

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**

**CONTRACTOR'S PREQUALIFICATION SUBMITTAL ANALYSIS  
PUBLIC INFRASTRUCTURE CONSTRUCTION AND MAINTENANCE  
SERVICES**

\_\_\_\_\_, 2021

**Contractor:** \_\_\_\_\_

**CONTRACTOR'S PREQUALIFICATION SUBMITTAL ANALYSIS**  
**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**

- |     |   |   |   |
|-----|---|---|---|
| 1.  | Were all sections of the application completed?   | Y | N |
| 2.  | Has the Bidder provided evidence of available bonding capacity of \$___   | Y | N |
| 3.  | Has the Bidder constructed two similar projects valued @ \$_____or more   | Y | N |
| 4.  | Is the Bidder incorporated in the State of Florida?   | Y | N |
| 5.  | Is the Bidder in good standing with the Florida Department of State Division of Corporations?   | Y | N |
| 6.  | Date Incorporated _____ Charter No. _____   |   |   |
| 7.  | If not Florida, what state is company incorporated? _____   |   |   |
| 8.  | Is the Bidder in good standing with that State's Division of Corporations?  | Y | N |
| 9.  | Date Incorporated _____ Charter No. _____   |   |   |
| 10. | Is the Bidder a registered or licensed contractor with the State of Florida?  | Y | N |
| 11. | Is the Bidder a registered or licensed Contractor with Collier County?  | Y | N |
| 12. | Is the Bidder prequalified by the Florida Department of Transportation?<br>In what disciplines: _____<br>_____<br>_____   | Y | N |
|     | a. Has bidder ever been denied prequalification?  | Y | N |
|     | b. Has bidder ever been disqualified?   | Y | N |
| 13. | Bidders Approved Bonding Capacity:<br><ul style="list-style-type: none"> <li>• Aggregate Limit: \$ _____</li> <li>• Single Project Limit: \$ _____</li> <li>• Total Currently Bonded: \$ _____</li> </ul> |   |   |
| 14. | Bidders total value of work: 2018 _____ 2019 _____ 2020 _____   |   |   |
| 15. | Does the Bidder have a local office to handle District work?  | Y | N |
| 16. | Has Bidder performed work for other units of local government?  | Y | N |
| 17. | What are the Bidder's current insurance limits?<br>General Liability \$ _____<br>Automobile Liability \$ _____<br>Workers Compensation \$ _____<br>Expiration Date _____                                  |   |   |

**CONTRACTOR'S PREQUALIFICATION SUBMITTAL ANALYSIS**

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**

18.	Has the Bidder been cited by OSHA for any job site or company office/shop safety violations in the past two years?	Y	N
19.	Is the Bidder or any of its affiliates presently barred or suspended from bidding or contracting on any state or federal-aid contracts in any state?	Y	N
20.	Has the Bidder ever been debarred from bidding or found ineligible for bidding on any other projects?	Y	N
21.	Has the Bidder ever failed to complete any work awarded?	Y	N
22.	Does the Bidder have the ability, capacity, and skill to perform the District's work?	Y	N
23.	Has any officer or partner of the organization ever been an officer, partner, or owner of some other organization that has failed to complete a construction or maintenance contract? Y            N		
24.	Has Bidder been involved in litigation recently?	Y	N
25.	Has the Company or any of its affiliates ever been disqualified or denied qualification by a governmental entity?	Y	N
26.	Has Bidder ever failed to complete a project on time?	Y	N
27.	Can the Bidder perform the District's work in a timely manner?	Y	N
28.	Will the Bidder's uncompleted work load, in the judgment of the District Prequalification Committee, cause detrimental impact on timely completion of District project?	Y	N
29.	Is the character, integrity, reputation, judgment, experience, and efficiency of the Bidder acceptable?	Y	N
30.	Is the Bidder's Surety acceptable to District?	Y	N
31.	In regard to the quality of performance of previous contract or work:		
a.	Were any cost overruns incurred by owners on previous contracts with this Bidder identified?	Y	N
b.	Does the Bidder have the necessary organization and management including construction or maintenance experience possessed by the applicant's employees?	Y	N
c.	Has the Bidder stated he has adequate equipment to perform normal construction or maintenance operations for each class of work for which prequalification is sought?	Y	N
32.	What areas of work does the Bidder qualify for? (See Attached Listing)_____		
33.	Was all financial information provided in this application and accompanying audited financial statements included?	Y	N

Attachments

1. Contractor Classification Listing



**CONTRACTOR'S PREQUALIFICATION SUBMITTAL ANALYSIS**  
**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**  
**CONTRACTOR CLASSIFICATION LISTING**

1. Excavation/Earthwork
2. Road Paving
3. Landscape
4. Irrigation
5. Hardscape
6. Street Lighting
7. Stormwater Management
8. Exotic Vegetation Removal
9. Lake and Littoral Maintenance

**RESOLUTION 2021-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING CONSTRUCTION AND MAINTENANCE SERVICES PREQUALIFICATION CRITERIA AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Ave Maria Stewardship Community District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2004-461, Laws of Florida, (the “Act”) being situated entirely within Collier County, Florida; and

**WHEREAS**, the Board of Supervisors of the District (the “Board”) is authorized by the Act to prequalify contractors for construction and maintenance services pursuant to its Rules of Procedure and Chapter 255, Florida Statutes.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT:**

**SECTION 1.** A Public Hearing will be held to adopt the District’s proposed construction prequalification criteria and procedures on \_\_\_\_\_, 2021, at \_\_\_\_\_ .m., at \_\_\_\_\_.

**SECTION 2.** The District Secretary is directed to publish notice of the hearing in accordance with its rules and Chapter 255, Florida Statutes.

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

**PASSED AND ADOPTED** this 5<sup>th</sup> day of January 2021.

**ATTEST:**

**AVE MARIA STEWARDSHIP  
COMMUNITY DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

## **PERSONNEL LEASING AGREEMENT**

**THIS PERSONNEL LEASING AGREEMENT** (hereinafter referred to as this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Peninsula Improvement Corporation, a Florida corporation with a mailing address of 2600 Golden Gate Parkway, Naples, Florida 34105, ("Lessor") and Ave Maria Stewardship Community **District**, a local unit of special-purpose government established pursuant to Chapter 2004-461, Laws of Florida, (hereinafter referred to as "Lessee" or "District").

### **RECITALS**

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

**WHEREAS**, pursuant to 2004-461, Laws of Florida, the District Manager is charged with the supervision of the works of the District including the hiring or provision of employees and other personnel; and

**WHEREAS**, the District desires to enter into an agreement for infrastructure construction project management services relating to the on-site construction of infrastructure improvements that will either be constructed by the District or acquired by the District; and

**WHEREAS**, Lessor agrees to provide a person qualified to render such services who may work under the direction of the District Manager from time-to-time under such terms as are detailed below.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

**1. RECITALS.** The recitals set forth above are true and correct and are hereby incorporated in and made a part of this Agreement.

**2. LEASE OF PERSONNEL.** For and in consideration of the compensation described in Paragraph 6 below, Lessee hereby agrees to lease from Lessor, and Lessor hereby agrees to lease to Lessee, an individual or individuals with qualifications appropriate to assist in infrastructure construction project management services, including construction contract administration functions, who will be designated by separate letter, for whatever sufficient time each week is necessary to complete the work (herein referred to as the "Construction Project Manager"). The Construction Project Manager's salary and benefits shall be determined and paid by Lessor. At the discretion of Lessor, Lessor may terminate the employment of the individual or individuals serving as Construction Project Manager; in such event, Lessor shall attempt to employ a replacement, acceptable to Lessee, to serve as Construction Project Manager.

**3. DUTIES.** The Construction Project Manager shall work for the benefit of the District and shall be responsible for performing such duties related to construction administration as directed by the District Manager. The Construction Project Manager shall be responsible for assisting the District Engineer in the management of District infrastructure construction projects in an efficient, lawful and satisfactory manner and in accordance with the District's bond covenants. The composition and functions of the Construction Project Manager is more specifically described in the Scope of Services, attached hereto as **Exhibit A** and incorporated by reference.

**4. TERM.** The initial term of this Agreement shall be for a one (1) year period, beginning\_\_\_\_, 2021 (“Commencement Date”) and ending \_\_\_\_\_, 2022. This Agreement shall automatically renew each year unless terminated by either party. Either party may terminate this Agreement at any time, with or without cause, by giving at least thirty (30) days written notice to the other party specifying the date the termination is to become effective. Notwithstanding the preceding sentence, Lessee shall have the right to immediately terminate this Agreement upon a breach by Lessor. Any termination of this Agreement shall not release Lessee of its obligation to pay Lessor the compensation due pursuant to Section 6 below for all periods prior to termination.

**5. OFFICE SPACE AND SUPPORT SERVICES.** Lessee and Lessor shall coordinate to provide the Construction Project Manager with such supplies or support as shall be reasonably necessary for the Construction Project Manager to render services on behalf of Lessee in accordance with this Agreement.

**6. COMPENSATION.**

**A.** For and in consideration of the lease of the services to Lessee by Lessor and the office space, supplies, support services and/or other overhead or facilities to be furnished to Lessee by Lessor pursuant to this Agreement, if any, Lessee shall pay Lessor an amount not to exceed three percent (3%) of total scope of project construction costs for the Construction Project Manager's time spent assisting District Engineer with the management of the District's on-site infrastructure construction projects. Lessor shall submit a bill to the District Engineer for monthly services. District and Lessor agree that any such payment permitted hereunder shall be payable only from any District bond series construction account funds; funds provided pursuant to a project completion agreement; or from funds provided pursuant to any developer funding agreement. Lessor agrees that it shall be solely responsible for all salary, employee benefits and all payroll-related taxes and charges associated with Lessor's employment of the person serving Lessee as the Construction Project Manager. In no event shall this Agreement be construed as an employment agreement between the Construction Project Manager and Lessee.

**B.** The parties agree and covenant that any change in services or compensation under this Agreement shall be in writing, signed by both parties hereto, and shall reference this Section of this Agreement.

**7. CONTROL OF DISTRICT MANAGER.** All services required to be rendered by the Construction Project Manager hereunder shall be rendered subject to the consent, control and

direction of Lessee through the offices of the Lessee's District Manager or the District Manager's designee.

**8. RELATIONSHIPS.** Lessor and Lessee shall not, by virtue of this Agreement, be construed as joint venturers or partners of each other and neither shall have the power to bind or obligate the other. Lessor and Lessee acknowledge and agree that the Construction Project Manager shall be an employee of Lessor. In furtherance thereof, Lessor shall be responsible for the payment of all compensation, taxes and employee benefits and other charges payable with respect to the Construction Project Manager, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation and any other taxes or charges imposed by law with respect to the Construction Project Manager.

**9. PREVAILING PARTY.** If it should become necessary for either of the parties to resort to legal action, the non-prevailing party shall pay all reasonable legal fees and other expenses incurred by the prevailing party, including but not limited to attorneys' fees of in-house and outside counsel at all judicial levels.

**10. JURY WAIVER.** The parties hereby knowingly, irrevocably, voluntarily, and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counter claim based on this Agreement or arising out of, under or in connection with this Agreement or any document or instrument executed in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for the parties entering into the subject Agreement.

**11. FORCE MAJEURE.** Each party hereto shall give notice promptly to the other of the nature and extent of any event of force majeure claimed to delay or prevent its performance under this Agreement.

**12. NOTICES.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. If to Lessor:** Peninsula Improvement Corporation  
2600 Golden Gate Parkway  
Naples, Florida 34105  
Attn: \_\_\_\_\_
  
- B. If to District:** Ave Maria Stewardship Community District  
2501A Burns Road  
Palm Beach Gardens, Florida 33410  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 S. Monroe Street  
Post Office Box 6526  
Tallahassee, Florida 32314  
Attn.: Jonathan T. Johnson

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

**13. INDEMNIFICATION.** The parties agree to indemnify and hold each other harmless from and against any and all damages, losses or claims, up to the amounts set forth in section 768.28, Florida Statutes, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to gross negligence of the other.

**14. IMMUNITY.** Lessor agrees that nothing contained in this agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and other law.

**15. INSURANCE.** Lessor shall, at its own expense, maintain insurance during the performance of the Construction Project Manager's Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$500,000/\$1,000,000
Property Damage (including Contractual)	\$500,000/\$1,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$1,000,000

Lessor shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement. Lessor is responsible to notify the District immediately of any cancellation or non-renewal of insurance. If Lessor receives notice of cancellation or non-renewal from an insurer, then

Lessor shall deliver to the District a copy of such notice within five (5) days of receipt of such written notice. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida. At no time shall Lessor fail to maintain insurance in the above amounts.

If Lessor fails to have secured and maintained the required insurance, the District shall notify Lessor and, if such failure is not cured within three (3) business days of Lessor's receipt of such notice, the District shall have the right to terminate this Agreement with immediate effect on notice to Lessor.

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

**17. FURTHER ACTIONS.** Each party shall take such actions to execute, file, record, publish and deliver such additional certificates, instruments, agreements and other documents as the other party may, from time to time, reasonably require in order to accomplish the purposes of this Agreement.

**18. CONTROLLING LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

**19. EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

**20. PUBLIC RECORDS.** Lessor understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

**21. WAIVER.** No waiver of any breach of any term or condition of this Agreement shall be deemed to be a waiver of any subsequent breach of any term or condition of a like or different nature.

**22. UNENFORCEABILITY.** If any provisions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not, if possible, affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.

**23. SURVIVAL OF TERMS.** The terms, conditions, obligations and covenants in this Agreement shall survive its execution by the parties hereto and the consummation of the transactions between the parties contemplated herein.

**24. CAPTIONS.** The captions used herein are inserted only as a matter of convenience and are not to be used in the interpretation of any provision hereof.

**25. ENTIRE AGREEMENT; BINDING EFFECT.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any prior agreements and understandings relating to such subject matter. This Agreement shall inure to the benefit of, and be binding upon and enforceable by, the parties hereto and their respective successors and permitted assigns. Neither party to this Agreement may assign their rights or obligations hereunder without the prior written consent of the other party.

**26. EXECUTION IN COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**



**In Witness Whereof**, the parties execute this Agreement the day and year first written above.

Attest:

**Ave Maria Stewardship Community District**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

\_\_\_\_\_  
Print Name

Print Name: \_\_\_\_\_

Attest:

**Peninsula Improvement Corporation  
a Florida Corporation**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A SCOPE OF SERVICES**

The duties, obligations, and responsibilities of the Construction Project Manager are to assist the District Engineer in the provision of services in connection with the construction of the Master Capital Improvement Program for the District (the “Project”) as more particularly described below (each of the items below together, the “Services”):

1. Attend Project preconstruction meetings with District and contractor for the Project (“Contractor”).
2. Coordination of District Board approved contractors performing various work items associated with District projects.
3. Coordination and attendance of periodic project construction meetings.
4. Assistance with bidding, in accordance with District rules of procedure and Florida law, for identified project services.
5. Provide initial review of improvements during site work, landscape and irrigation, hardscape, recreational items and building improvement installation.
6. Provide a second review of improvements during before mentioned improvements installation.
7. Assist District Engineer in the review of pay applications, improvements and documentation submitted by Contractor.
8. Coordinate Engineer’s or Architect’s responses to field questions and document changes or clarifications as needed by the Contractor, District and agencies having jurisdiction.
9. Coordinate the testing, inspections and other reviews necessary to obtain substantial completion and final completion of the improvements and acceptance by District, the District Engineer and permitting agencies.
10. Perform such other tasks as may be determined necessary and agreed to by the parties to this Agreement.

The Construction Project Manager shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met. The District agrees that the standard of care for all of the Construction Project Manager’s professional and related services performed under this Agreement shall be the care and skill ordinarily used by consultants providing similar assistance and practicing under similar circumstances at the same time and in the same locality.

# AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

JANUARY 2021-DRAFT

Project Name	Start Date	End Date	Est. Cost	% Complete	Funding Source	Comments
Entry Landscaping at Oil Well Rd	11/2019	01/2021	\$900,000	95%	AMD	Close to final
Landscaping S. AMB- Phase II	07/2020	06/2021	TBD	0%	AMD	AMD working on design
Pilot Program- Landscaping	11/2020	01/2021	TBD		AMD	Drainage Modifications
Avila/Roma 4-way stop “swap”	02/2020	04/2021	\$20,000	50%	District Engineer/ AMD	In permitting at County
Anthem Parkway widening analysis	09/2020	01/2021	TBD	0%	2021 Bond Issue	Engaged Traffic Engineer Norm Treblecock
Anthem Parkway Phase 4	12/2020	06/2021	\$2.6M	0%	AMD	
<b>External Projects</b>						
Fire Station Construction	03/2020	05/2021	N/A		Immokalee Fire District	Progressing
Public School K-5	03/2020	08/2022			AMD/School Bd	Architect/Design Phase
Security Cameras	01/2020	TBD		20%	Master Assoc.	Check with Verizon

**Ave Maria Stewardship Community District**  
**Budget vs. Actual**  
 October through November 2020

	<b>Oct - Nov 20</b>	<b>20/21 Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
<b>Expenditures</b>				
01-1130 · Payroll Tax Expense	122.40	612.00	-489.60	20.0%
01-1131 · Supervisor Fees	1,600.00	8,000.00	-6,400.00	20.0%
01-1310 · Engineering	1,260.00	55,000.00	-53,740.00	2.29%
01-1311 · Management Fees	11,702.66	70,216.00	-58,513.34	16.67%
01-1312 · Secretarial Fees	750.00	4,500.00	-3,750.00	16.67%
01-1313 · Website Management	416.66	2,500.00	-2,083.34	16.67%
01-1315 · Legal Fees	7,673.29	60,000.00	-52,326.71	12.79%
01-1320 · Audit Fees	0.00	13,000.00	-13,000.00	0.0%
01-1330 · Arbitrage Rebate Fee (2006)	1,300.00	3,250.00	-1,950.00	40.0%
01-1441 · Travel & Lodging	172.50	4,000.00	-3,827.50	4.31%
01-1450 · Insurance	10,417.00	11,870.00	-1,453.00	87.76%
01-1480 · Legal Advertisements	294.00	5,000.00	-4,706.00	5.88%
01-1512 · Miscellaneous	717.18	4,000.00	-3,282.82	17.93%
01-1513 · Postage and Delivery	79.11	1,750.00	-1,670.89	4.52%
01-1514 · Office Supplies	178.20	3,500.00	-3,321.80	5.09%
01-1540 · Dues, License & Subscriptions	175.00	500.00	-325.00	35.0%
01-1541 · Misc Filing, Notices, etc.	0.00	500.00	-500.00	0.0%
01-1733 · Trustee Fees	0.00	27,000.00	-27,000.00	0.0%
01-1734 · Continuing Disclosure Fee	0.00	9,000.00	-9,000.00	0.0%
01-1735 · Assessment Roll	0.00	15,000.00	-15,000.00	0.0%
01-1801 · Landscaping - Miscellaneous	0.00	30,000.00	-30,000.00	0.0%
01-1808 · Irrigation Repair	5,108.69	85,000.00	-79,891.31	6.01%
01-1813 · Storm Cleanup - Electric	0.00	25,000.00	-25,000.00	0.0%
01-1814 · Storm Cleanup	0.00	25,000.00	-25,000.00	0.0%
01-1815 · Miscellaneous Maintenance	250.01	10,000.00	-9,749.99	2.5%
01-1816 · Electric-Streetlights,Landscape	13,234.97	85,000.00	-71,765.03	15.57%
01-1817 · Maintenance Street Sweeping	0.00	1,000.00	-1,000.00	0.0%
01-1818 · Striping & Traffic Markings	0.00	25,000.00	-25,000.00	0.0%
01-1819 · Street Light Maintenance	2,223.84	60,000.00	-57,776.16	3.71%
01-1820 · Maint Sidewalk/Curb Repairs	16,250.00	50,000.00	-33,750.00	32.5%
01-1830 · Maintenance Contracts	109,372.66	630,000.00	-520,627.34	17.36%
01-1831 · Tree Trimming	35,750.00	30,000.00	5,750.00	119.17%
01-1832 · Storm Cleanup - Landscaping	0.00	25,000.00	-25,000.00	0.0%

**Ave Maria Stewardship Community District**  
**Budget vs. Actual**  
 October through November 2020

	<b>Oct - Nov 20</b>	<b>20/21 Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
01-1833 · Plant Replacement	37,632.80	70,000.00	-32,367.20	53.76%
01-1834 · Mulch	72,663.40	140,000.00	-67,336.60	51.9%
01-1838 · Water Management & Drain	600.00	4,000.00	-3,400.00	15.0%
01-1839 · Entry Feature/Near Well Water	381.07	3,000.00	-2,618.93	12.7%
01-1841 · Maintenance Irrigation Water	8,810.60	70,000.00	-61,189.40	12.59%
01-1842 · Maint Fountain/Repair	6,989.16	15,000.00	-8,010.84	46.59%
01-1843 · Maintenance Rodent Control	1,775.00	4,000.00	-2,225.00	44.38%
01-1844 · Maint Equipment Repair	259.88	2,000.00	-1,740.12	12.99%
01-1845 · Maint Signage Repair	0.00	10,000.00	-10,000.00	0.0%
01-1846 · Maint Storm Drain Cleaning	0.00	10,000.00	-10,000.00	0.0%
01-1847 · Mnt Drainage/Lke Mnt/Littorals	704.00	75,000.00	-74,296.00	0.94%
01-1848 · Maintenance Aerators	0.00	1,000.00	-1,000.00	0.0%
01-1850 · Maint-Preserve Maintenance	14,659.00	50,000.00	-35,341.00	29.32%
01-1853 · Maintenance Small Tools	1,839.05	2,500.00	-660.95	73.56%
01-1855 · Maint Vehicle Lease/Fuel/Repair	0.00	20,000.00	-20,000.00	0.0%
01-1856 · Maint Mosquito Control	142,980.78	300,000.00	-157,019.22	47.66%
01-1858 · Maint Temp EMS/Fire Facility	18,659.00	90,000.00	-71,341.00	20.73%
01-1861 · Maint Office Utilities	1,658.45	0.00	1,658.45	100.0%
01-1862 · Maintenance Technicians	20,463.98	100,000.00	-79,536.02	20.46%
01-1863 · Maint Base Management Fee	1,658.45	20,000.00	-18,341.55	8.29%
01-1864 · Maintenance Admin Payroll	10,092.70	50,000.00	-39,907.30	20.19%
01-1890 · Maint-Reserve Fund	0.00	27,500.00	-27,500.00	0.0%
01-1891 · Maint Contingency	4,675.00	15,000.00	-10,325.00	31.17%
<b>Total Expenditures</b>	<b>565,550.49</b>	<b>2,459,198.00</b>	<b>-1,893,647.51</b>	<b>23.0%</b>