## **Rivers Edge, Rivers Edge II & Rivers Edge III** Community Development Districts

July 1, 2024

Board of Supervisors Rivers Edge, Rivers Edge II and Rivers Edge III Community Development Districts

Dear Board Members:

A joint Board of Supervisors meeting of the Rivers Edge, Rivers Edge II and Rivers Edge III Community Development Districts is scheduled for Monday, July 8, 2024 at 8:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259. Following is the advance agenda for the meeting:

- I. Roll Call
- II. Audience Comments
- III. Consideration of Proposals for Amenity, Café, Lifestyle and Field Management Services
- IV. Discussion of Results of Request for Qualifications for Geotechnical Engineering Services for Rivers Edge III
- V. Discussion of Pickleball Court Construction Costs
- VI. Other Business
- VII. Adjournment

THIRD ORDER OF BUSINESS

# RIVERTOWN

## Proposal for Continuing Our Partnership Between RiverTown (River's Edge CDD 1, 2, and 3) and Vesta Property Services, Inc.



### FLORIDA CDDS' PROPERTY MANAGEMENT SPECIALIST A 7 YEAR TRACK RECORD AT RIVERTOWN 30 YEARS OF INDUSTRY SUCCESS



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June 19, 2024

To the Board of Supervisors of Rivers Edge(s) CDD,

Vesta appreciates the chance to propose managing RiverTown's amenities, infrastructure, common areas, and lifestyle activities. Having been involved in the community for eight years, we have developed a deep understanding of the District's Operations and Maintenance. With our new standards and experience, we believe we can offer efficient and effective services. Our relationship with RiverTown residents has enriched our commitment to service. We proudly introduce our proposal to meet both current and future needs.

Enclosed, you will find:

- Our Statement of Interest and Qualifications, outlining our ongoing support for your community.
- An update on our staffing model, highlighting key staff members' personal growth.
- Our recommended approach for the future.
- A summary and key milestones from our 30-year history.
- Detailed Bios of our diverse support team.
- A list of clients benefiting from similar property management services, some of whom have been with us since 1993.
- Examples of creative lifestyle offerings provided to RiverTown.
- Information on Vesta's Quality Assurance approach.

We are eager to discuss how Vesta can continue our successful partnership with the District. Thank you for considering Vesta Property Services, Inc. for your needs.



Sincerely, Jason Davidson Regional Manager Vesta Property Services, Inc. 245 Riverside Ave. #300 Jacksonville, Florida 32202

## OUR CAPABILITIES

#### **Property and Amenity Management Services**

Full-service management and staffing of community clubhouses, amenities, common areas and other infrastructure; robust Board-and-resident communication and support; and complete facilities maintenance services.



#### Fitness & Spa Management

Turnkey operations on behalf of planned-community fitness and spa facilities, as well as related programming and other ancillary services.



#### Lifestyle Programming

Vesta develops and carries out creative and vibrant activities, programs, and special events for our residents of all demographics and interests, including competitive youth athletics leagues.



#### **Aquatics & Tennis Operations**

A range of services including staffing, certification, and training; Waterpark and Tennis Complex management and maintenance; and instruction for all ages and levels of proficiency.



#### Food & Beverage Management

Providing Turnkey Operations for Food & Beverage Venues from poolside snack bars and clubhouse cafes to full-service restaurants and fine dining establishments, we offer catering services to enhance exceptional special events.



## WHAT PEOPLE ARE SAYING ABOUT US

We are writing to express our sincere appreciation of the outstanding work of your team. Your dedication, professionalism and commitment to excellence in serving our community has enhanced our experience of living in Bartram Springs. We have been homeowners here since 2005 and our daughter Misha grew up being part of the Swim Team through the years she was in middle and high school. We have actively enjoyed using the club house for various family functions including her sweet 16th party, graduation party and her bridal shower as well this year.

We have been regularly using much of the amenities through the years and more so now in our retirement years. We have come to appreciate what you all do through the whole year in maintaining them. Be it communal spaces, organizing engaging events to different age groups, seasonal festivities, maintaining clean and safe spaces for enjoying the activities from regular Friday food trucks, monthly family movie nights, seasonal activities like Polar dips, spring garage sales, food drives and countless other activities you all organize and execute so well being proactive to needs and demands of the community. I am aware of how demanding we homeowners can be and to please everybody is not a small task.

Your team's efficiency, attention to detail, and friendly demeanor makes interacting with all of them a pleasure. The approach of going above and beyond in order to ensure residents feel heard and valued by your team enhances our harmonious living experience we enjoy very much. We want to thank you all for the hard work and dedication you all have shown while you do your jobs. You all make a difference in our lives. We whole heartedly commend your work and your team's work.

Madan and Uma Mohan, Northeast Florida CDD Residents

A key reason we employ Vesta is our strong work-relationship with their Management Team. We've been together for many years, and when deciding the level of customer service and the District's cost, our relationship is such that we take into consideration what's best for each other.

Either you trust each other to do what's best for all or you don't hire them. It has to be a partnership to work, and I trust Vesta's Management Team.

Michael C. Taylor, Board Chairman; Heritage Landing CDD

We changed to Vesta in 2019 and the differences operationally and professionally are night and day!

Vesta's diligence finds and resolves items that were overlooked previously. They have the talent and resources to handle a lot of these items in-house, something that typically is contracted out by others, at a much higher rate.

Brandon Kirsch, Board Chairman - Yellowbluff Landing CDD

#### Please take the time to view our other quotes placed throughout the proposal.



## 66

Vesta feels like they're part of our neighborhood. We feel blessed to be in such a well-run community and our relationship with Kim, amongst others at Vesta truly is far better than any other Property Management Company we've worked with in the past.

A big part of the reason we wanted to live in Rivertown was how it was touted as the perfect family neighborhood. After being here for a while we realize that Vesta is who truly makes that happen. We're so thankful for everything they put together for us!

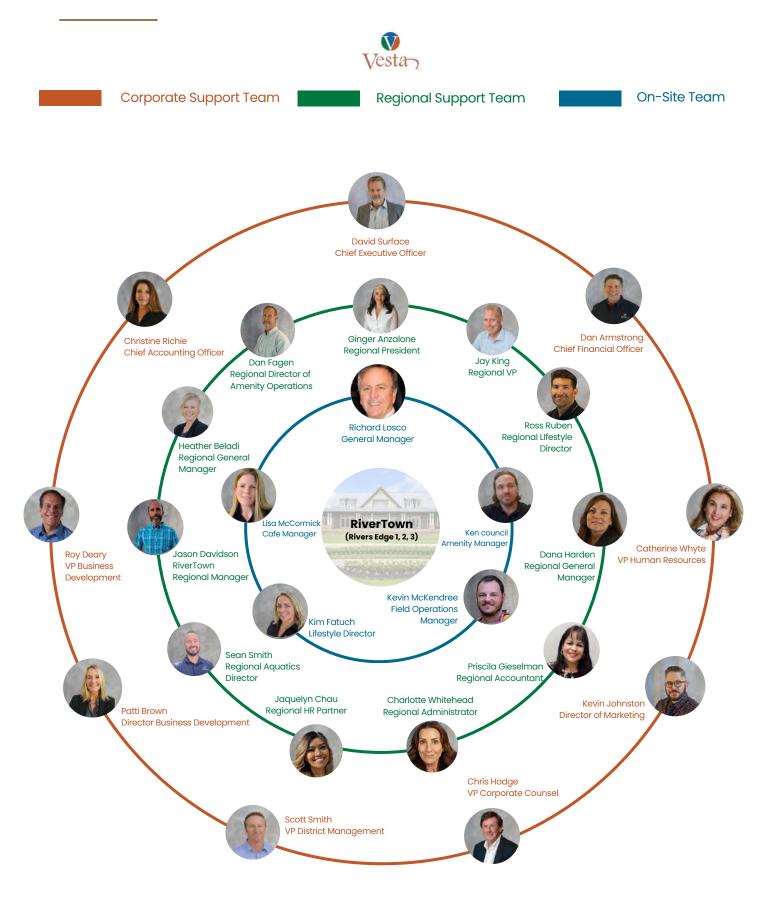
-Dylan and Victoria Thomas, RiverTown Residents

**?**?





## ORGANIZATIONAL CHART



## **VESTA PERSONNEL**



#### Local Regional Support Team

When you hire Vesta, you hire a team that is far greater than just the personnel that you have on site. Our entire Regional Team lives in NE Florida and is constantly in motion in and around RiverTown, providing personal assistance to our 65 client-communities (including 19 CDDs) and 400+ team members we deploy in your local area. Furthermore:

- You will have at least one Regional Team Member (and others as issues/topics warrant) attend *all* of your CDD meetings to support our onsite team, and to be a "benchmarking resource" for the CDD Board, District Staff, and your discussions and decision-making.
- RiverTown will receive Specialized Expertise-and-Support in Amenity Operations; Lifestyle Services; Field Operations and Maintenance; Janitorial Services; Aquatics Staffing and Programming; Quality Assurance; Accounting; Human Resources; IT; Administration; Food & Beverage Operations; and Community Management that can be onsite at RiverTown within hours, as needed.
- With Vesta's corporate headquarters and senior leadership here in Jacksonville, you'll have further access to a variety of additional resources and industry-related, specialized expertise.

## **RIVERTOWN MANAGEMENT**

#### **Richard Losco**

#### General Manager

Richard joined RiverTown in January 2023 as the RiverCafé manager. He holds a Master of Business Administration degree from Florida State University and has been a resident of the Jacksonville area for many years, with three decades of experience in management consulting within the hospitality sector. Richard is certified in Food Safety Management in Florida and specializes in financial, operational, and accounting areas, including overseeing cost management, controls, and property management services.

In addition to his professional endeavors, Richard is an active volunteer for Hunger Fight and United Way, as well as a dedicated husband. Outside of work, he stays busy raising five children, exploring new destinations, and indulging in his love for the outdoors.

#### **Kevin McKendree**

#### Field Operations Manager

Kevin joined Vesta in December 2021 as the Maintenance Manager at WaterSong community. After 14 years of management in the beverage industry, he decided to shift careers due to his passion for fixing things and assisting others. Before his beverage industry role, he managed a hardware store and plant nursery. Kevin is a holder of a Certified Pool Operators Certification and is frequently seen around Rivertown tending to landscaping, irrigation, ponds, roads, and lighting. During his free time, he likes to go camping with his young family, play golf, and barbecue.

#### Lisa McKormick

#### Food & Beverage Manager

Lisa joined RiverTown's Guest Services team in April 2023. In the same year, she transitioned to a bartender/server role, and by early 2024, she was promoted to River Cafe Manager. Prior to joining RiverTown, Lisa was an elementary school teacher and owned a childcare center with a full-service kitchen. She is proud to reside in RiverTown with her husband, two teenage sons, and Golden Retriever.





## **RIVERTOWN MANAGEMENT**



#### Kim Fatuch

Lifestyle Director

Kim, originally from Colorado, relocated to Jacksonville, Florida in 2020. With a solid background in hospitality, she has dedicated over 15 years to the events industry. Her expertise spans from intimate gatherings to grand galas, weddings, and various other events. Starting with creating events for children in foster care at a non-profit, she later honed her skills by collaborating with small banquet halls. Transitioning from kids' and community events, she delved into Casino promotions, VIP parties, galas, and eventually focused on weddings.

In 2023, she decided to step away from weddings and embraced a new role as the Lifestyle Director at RiverTown with Vesta Property Services. Kim has introduced numerous innovative events and programs to the community, including large-scale vendor markets, Dining in the Dark experiences, chocolate-making classes, and more. During her leisure time, Kim enjoys exploring new locations, camping, and savoring good food and music with her family.

#### **Ken Council**

#### Amenity Manager



Ken, a Jacksonville, Florida native, completed his education at Bishop Kenny High School in 2002. He earned a Bachelor of Business Administration/Management in 2006 and a Master of Business Administration in 2012 from the University of North Florida. With over 12 years of experience at Publix Supermarkets in customer service roles, Ken transitioned to Vesta Property Services in February 2020 as a facility attendant/gym monitor at Bartram Springs Community.

In March 2021, he moved to Aberdeen Community Amenity Center to further enhance his skills in Amenity Management. Ken joined the Julington Creek Plantation management team in October 2021, gaining experience in various departments. In 2023, he became the Amenity Manager at RiverTown, overseeing staffing, training, facility maintenance, security systems, guest services, IT, and scheduling.

## **RIVERTOWN SUPPORT TEAM**







#### Jay King

#### **Regional Vice President**

Jay brings over 30 years of management experience from diverse private and public sectors. Joining Vesta in 2015, he served on a CDD Board for 8 years and has been on an HOA board since 2018. A Navy Veteran and cancer survivor, Jay now oversees and supports our Northeast Zone, consisting of 80+ communities. In his leisure time, Jay finds joy in family, church activities, swimming, kayaking, biking, and downhill skiing.

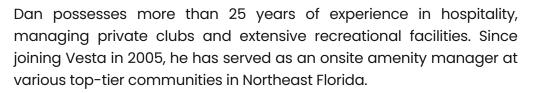
#### **Jason Davidson**

Regional General Manager

Jason brings over 15 years of experience in Amenity Operations and Facility Maintenance, with diverse roles in Community Management. With a background as the Facilities Director at Julington Creek Planation for 9 years and General Manager at RiverTown for 7 years, he is known as one of Vesta's most adaptable team members. Jason's wide-ranging skills cover overseeing community events, managing on-site restaurant operations, enhancing guest services, fitness facilities, and overall community upkeep. He has played key roles in developing communities like RiverTown and WaterSong, shaping many of Vesta's current Standard Operating Procedures, Policies, and Protocols. Jason's dedication to community management is reinforced by his family - his wife, two children, and their beloved bulldog!

#### Dan Fagen

#### **Director of Amenity Operations**



With over 15 years as Director of Amenity Services, Dan offers valuable support to numerous amenity managers with significant contracts. One of his key roles involves establishing and exchanging best practices to uphold Vesta's commitment to delivering exceptional service to the communities we serve. In his free time, Dan finds pleasure in hiking and woodworking.



## **RIVERTOWN SUPPORT TEAM**

#### Dana Harden

**Regional General Manager** 

Dana Harden brings two decades of experience and a diverse background in property management. She holds certificates in accounting and office technology, previously working as a staff accountant before joining Vesta. Dana specializes in supporting Community Development Districts, with a solid understanding of chapter 190. Joining Vesta in 2019, she became a LCAM the same year and achieved her PCAM certification through the Community Associations Institute. Dana was honored as the Community Association Manager of the Year for 2023 by the Northeast Florida chapter of CAI.

Her financial expertise and industry knowledge enable Dana to offer expert guidance to the communities under her care. Outside of work, Dana finds joy in traveling, RVing, and spending quality time with her family.

#### **Ross Ruben**

#### Regional Lifestyle Director

Ross brings over two decades of experience in events, programming, and entertainment from reputable organizations such as MTV Networks, Universal Studios, Sea World Orlando, and various topranked entertainment and event companies on the East coast.

Joining Vesta in 2016 after a successful tenure as Lifestyle Director at Julington Creek Plantation for a year, Ross was later promoted to a Regional role by the end of 2017. He plays a key role in enhancing the quality of programming, events, and marketing internally, contributing significantly to the improvement of our Northeast Florida client-communities year after year.

#### Sean Smith

#### Regional Aquatics Director

Sean, the Regional Aquatics Director for the North Florida area, boasts over 17 years of experience in the Aquatics Industry. Collaborating with various Premier Communities in the region, he became part of Vesta in 2013. Sean's role involves spearheading the development and execution of Aquatics Programming across all our properties, encompassing Lifeguarding Certification, CPR/AED/First-Aid Training, and Swim Instruction. During the peak season, Sean oversees a team of over 200 lifeguards.

Dedicated to providing top-notch service and training for all Aquatics Personnel at Vesta, Sean excels in outdoor activities such as hiking, surfing, and biking. He takes pride in being an integral part of every community he serves.







## **RIVERTOWN SUPPORT TEAM**

#### **Charlotte Whitehead**

Regional Administrator

Charlotte has been part of Vesta's NE FL flagship community, Julington Creek Plantation, since 2013, taking on various roles. She began as a part-time Administrative Assistant and has progressed to her current position through dedication and hard work for her community and Vesta.

As the Regional Administrative Services Director, Charlotte leverages her wealth of experience in customer service, accounting, and human resources gained from years in the retail and hospitality industries. Being a resident of Julington Creek, she brings an unmatched level of commitment to serving the CDD, her community, and Vesta. During her free time, Charlotte enjoys working out and spending time with her family.

#### **Jacquelyn Chau**

Regional Human Resources Business Partner

Jacquelyn brings over 13 years of HR expertise, including recruitment, compliance, talent management, payroll, and workforce planning. After serving as a regional manager at Massage Envy for 8 years, overseeing 200 employees, she joined Vesta as an HR Assistant in 2017. Since May 2020, Jacquelyn has excelled in her role as an HR Business Partner. In this capacity, she collaborates closely with senior operations leaders, focusing on talent and performance management, retention, and workforce planning. Jacquelyn also ensures high standards in employee relations, policy implementation, HRIS support, and State and Federal HR compliance, while regularly visiting all managed communities in NE FL.

#### Priscila Gieselman

Regional Accountant

Priscila brings 12 years of property management expertise in Jacksonville and 15 years of accounting experience. She has a background in property ownership and management, liaising with board members. Priscila became part of Vesta in April 2017, where she played a crucial role in supporting the Julington Creek Plantation CDD, a key account. Additionally, she is responsible for preparing and submitting monthly sales tax reports to the Florida Department of Revenue, ensuring current licenses and certificates for the café, handling vendor applications, managing client invoices, overseeing payroll, conducting Profit & Loss analysis, and completing end-of-month reconciliations. Priscila also assists frontline managers in NE FL by addressing their inquiries promptly. In her leisure time, Priscila enjoys biking and traveling.







## **REGIONAL SUPPORT TEAM**

#### **Ginger Anzalone**

Regional President

Ginger supervises all community management operations spanning Central-to-Northeast Florida. Her expertise lies in governance board relations, facilities management, programming, maintenance, personnel management, and budget oversight. With over 25 years of experience as an active adult program specialist, her work encompasses full food and beverage operations, contracted entertainment, spa and fitness management, online visibility, and marketing services. Additionally, she has a wealth of experience in developing large clubhouses, program design, and implementation.

Recognized with the esteemed Pinnacle Award by the ICAA, Ginger is among the Top 5 Presidents in North America, acknowledging her exceptional commitment to cultivating wellness cultures and enhancing residents' lives.

#### Patti Brown

#### **Director of Business Development**

Patti has accumulated more than 25 years of experience in Florida's real estate management sector, specializing in Community Association Management for the past 18 years. Her diverse clientele includes large master-planned communities, mixed-use developments, gated communities, condominiums, townhomes, new constructions, commercial properties, and marinas.

Educated at Texas Tech University and achieving a Bachelor of Science in Psychology from the University of Phoenix, Patti also holds a Florida Real Estate license. In recognition of her outstanding work, she was honored as the Community Association Manager of the Year for 2021 by the Northeast Florida chapter of the Community Association Institute (CAI).

#### **Heather Beladi**

#### Regional General Manager, Jacksonville-St. Augustine Office

Heather Beladi holds the position of General Manager at Vesta's St. Augustine/Jacksonville office. With 15 years of experience in community association management, she also served as the on-site general manager of a 5,800-home Community Development District, overseeing multiple recreation departments and leading over 120 associates. Heather excels in efficient business operations, fostering clientemployee relationships, and supervising accounting and management teams for our clients.

Heather is a significant presence in the workplace, utilizing her positive demeanor and boundless energy to inspire others to work hard and achieve success. During her leisure time, she finds joy in traveling, boating, and spending quality moments with her family and friends.







## **CORPORATE SUPPORT TEAM**

#### **David Surface**

**Chief Executive Officer** 

David has served as Vesta's CEO since 2020, overseeing the company's executive team and daily operations. Over the past decade, he has played a crucial role in Vesta's remarkable growth through leading mergers and acquisitions and strategic partnerships. Consequently, Vesta has expanded threefold during this period and has become widely recognized as a top-tier, comprehensive property management firm in Florida.

His professional background covers various aspects of real estate, including commercial and residential sectors. Before joining Vesta, David held the position of managing partner at a real estate finance, management, and brokerage company that catered to institutional clients.

#### **Christine Richie**

#### **Chief Accounting Officer**

Chrissy was promoted to Corporate Controller in June 2013 and later assumed the role of Chief Accounting Officer in 2021, responsible for managing the accounting functions at Vesta Property Services. Before this, she was the Chief Financial Officer for a healthcare provider operating across 14 states.

With an extensive background of over 25 years in leadership roles in corporate finance and accounting, Chrissy has built accounting and financial frameworks for various start-up ventures. This includes establishing accounting systems, ensuring compliance and risk management, implementing employee benefit plans, creating employee policies and procedures, and facilitating training and organizational development.

#### **Daniel Armstrong**

Chief Financial Officer

Dan is responsible for overseeing Vesta's corporate entity's financial and administrative operations. With a background in accounting, administrative services, and financial reporting for various entities, Dan has worked with large corporations adhering to SEC regulations, not-forprofit associations, social clubs, trusts, and special-purpose entities involved in financing related association facilities. His career journey began in 1993 as a Florida CPA at Deloitte & Touche, focusing on audits for publicly traded and real estate clients. Subsequently, he led the internal audit department at Koger Equity, a NYSE-traded REIT, before joining Vesta as Controller in 2001.







## **CORPORATE SUPPORT TEAM**

#### **Roy Deary**

Vice President, Business Development

Since establishing Amenity Services Group, Inc. in 1994, Roy has acquired extensive experience and expertise in managing planned communities and specialized services across Florida. He has been at the forefront of serving Community Development Districts since 1997. Following the acquisition of his companies by Vesta in 2011, Roy oversaw the Property Management division from 2012 to 2014, and subsequently managed the Amenities & Lifestyle Division and District Services Division until 2021.

From 2022 onwards, he has been leading Vesta's Business Development team, supported by a group of professionals proficient in marketing, managing, maintaining, and organizing top-notch planned communities in Florida. Roy holds a BSBA from the University of Arkansas and competed in the 1984 U.S. Olympic Trials in swimming.

#### **Kevin Johnston**

#### Director of Marketing

Kevin is the Marketing Director at Vesta Property Services, heading a skilled team in charge of executing all marketing initiatives for Vesta. Before joining Vesta in 2016, Kevin oversaw marketing for a worldwide shopping center, concentrating on branding, public relations, and promotions. He also spent four years refining his technical marketing abilities at a top sports apparel and memorabilia company. Kevin earned a Bachelor's Degree in Advertising from the University of North Florida.

#### **Catherine Whyte**

#### Vice President of Human Resources

Catherine became part of Vesta in 2019, taking on the role of Director of Human Resources. In 2021, she was promoted to Vice President. With more than 20 years of experience in HR management, she is a skilled leader in the field, having worked in production and hospitality-service settings.

Located at our Jacksonville headquarters, Catherine leads all HR functions at Vesta, covering areas such as compensation, benefits, talent acquisition, learning and development, HR engagement, legal compliance, and internal communications. Additionally, she supervises our extensive IT services across Florida.





I wanted to say thank you for putting on the tea party today at the Riverhouse. It was such a fun event and so well put together. My kids enjoyed themselves and it really reminded me that RiverTown is such a fun and beautiful place to live. We don't participate in many holidays, so we miss out on events sometimes and this one was just the right vibe! Hope to see more events like this.

Elizabeth Tiedemann; RiverTown Resident









Lifestyle









- Donuts and Coffee
- Summer Kickoff
- Luaus
- Polar Plunge
- Vendor Fairs
- Carnivals
- Potlucks
- Cook-offs
- Live music
- Scavenger Hunts
- Ice Cream Socials
- 5K's and Triathlons
- Slide Races
- DJs
- Pool games
- Science Demos

- Mother Son Dances
- Spring Fling
- Halloween/Fall Festival
- Santa Claus Visit
- Golf Cart Parade
- Letters to Santa
- Memorial Weekend
- Independence Day Celebration
- Daddy Daughter Dances
- Valentine's Crafts
- Rock Your Shamrock St. Patrick's Day
- Veteran's Day Celebration
- Easter Egg Hunts
- Mad Hatter Tea Party
- Barks and Brews

- Social Hours with Live Music
- Stand Up Comedy Nights
- Mixology Classes
- Cooking Classes
- Murder Mystery Parties
- Local liquor tastings with cigars
- Chocolate Making Class
- Axe Throwing
- Food Truck Nights
- Science Comes Alive!
- Yoga at the Park
- Classic Cars and Coffee
- Foam Parties
- RiverTown Games
- Adult Rodeo















#### **Resources and Support For Vesta's Property Managers**



- <u>Regional Lifestyle Dir.</u> with 20+ years of experience in events, entertainment and programming for multiple, high-quality companies and communities.
- Vesta's 50-page <u>Lifestyle Handbook</u> used for training and reference.
- Hands-on help with staff turnover/transitions and Managers' use of PTO benefits.
- <u>Preferred Vendors List</u>, enabling some of the best pricing in the industry.
- Quarterly <u>Lifestyle Newsletter</u> provided to the entire state, featuring new vendors, new ideas, and more for *all* Vesta Amenity Managers.
- <u>Monthly Training</u> sessions; <u>Quarterly Idea-Sharing</u> sessions with all Managers.
  - <u>Shared Expertise</u>: Oversee 12 Community Events Budgets (\$9,000-\$85,000/yr.)

RiverTown Events



#### **Managing Programs and Social Groups for All Demographics**



- Zumba
- Body Boot Camp •
- Aqua Fitness
- Yoga
- Pilates •
- Soccer Shots
- Spin/Cycle •
- S.T.E.M. programs for kids •
- Barre •

- Kids and Adult Art Classes
- Swim Lessons
- Tennis
- Swim Lessons
- Self Defense
- CPR and AED
- Meditation
- F3 Men's Fitness
- Pickleball

- Mah Jongg •
- Stretching •
- **Book Clubs** .
- Summer Camps •
- Men's and Women's Social Groups
- Dance: Hip Hop and Ballet •
- **Basketball lessons** •
- Swim Team Events





Clubs at RiverTown

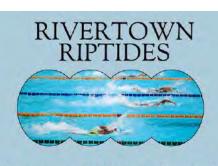




SOCCER RIGHT HERE @ RIVERTOWN!

#### Here is th

- an Clerck (4-5%)
- To register follow the link below!



#### Summer 2024 Schedule

Tuesday - Friday 4:15PM - 8PM Lap Pool

#### Practices in May Practices in June/July Tuesday - Friday 7AM - 11:30AM Lap Pool



YOGA WITH CHELSEA MONDAY: Gentle Yoga & Stretch 8:30AM - 9:30AM Slow Flow & Yoga Nidra 6:00PM - 7:00PM

THURSDAY Power Yoga 6:00PM - 7:00PM

> FRIDAY: Vinyasa 8:30AM - 9:30AM

SATURDAY: Vinyasa 9:00AM - 10:00AM







#### RiverTown RiverLodge Grand Opening and Future Ideas

#### Grand Opening 7.27.24:

- All day event from 11am 6pm using the entire space
- Live Band
- DJ
- Aerialists
- Inflatable Amusements
- Food Trucks
- Face Painting
- Balloon Artists

#### Themed Scavenger Hunts

• Different scavenger hunts throughout the amenity center with an ultimate prize for the first team to get through them all.

#### Glow Foam Party

- Nighttime glow foam
- Light-up bracelets
- LED necklaces and batons.
- DJ to provide the music and entertainment

#### Movie Nights

• To combat the elements in the Summer we will utilize the Airnasium for fun-filled movie nights

#### Themed Dances Under the Stars

• New venue for the annual Daddy Daughter Dance to accommodate the ever growing interest in this event.

#### **Programming**

- Beach Volleyball league
- Stand Up Paddle Boarding
- Summer Camp
- Additional fitness programs in the Airnasium



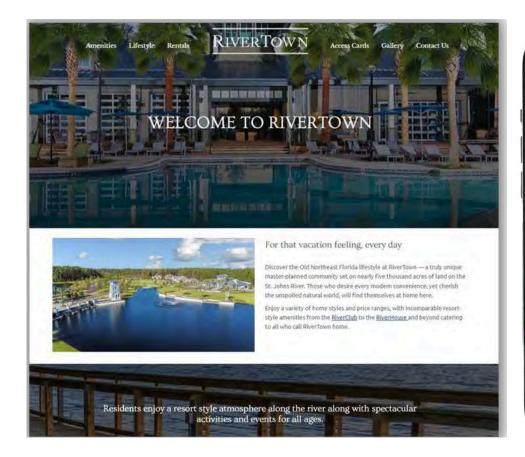


Vesta created, hosts, and manages, the communities contemporary, mobile- and userfriendly lifestyle website RiverTownAmenities.com.

Details include:

- Improved, convenient resident communications
- Optional event calendars with RSVPs and ticketing, reporting requests to Management, online ordering, and much more.
- Easily-managed administrative tasks
- A secure payment process
- Convenient resident registration/RSVPs for activities, events and programs
- Amenity facility reservation capabilities
- Committee and Group pages
- Dynamic forms
- Industry leading customer support
- Top-of-the-line technology
- Easy-to-use, clean, professional interface







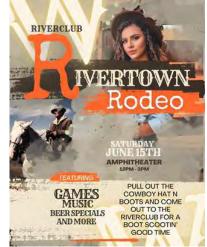


### Resident Engagement Marketing in the Community









- Comprehensive, creative and high-quality lifestyle and maintenance newsletters, flyers, e-blasts, and other forms of resident engagement.
- Engaging bulletin boards throughout the community filled with flyers and newsletters.
- Our teams are trained to take photos and video at community events and programs to share our real-time resident engagement.
- Social media management including Instagram, Facebook and Twitter, with Board-approval.



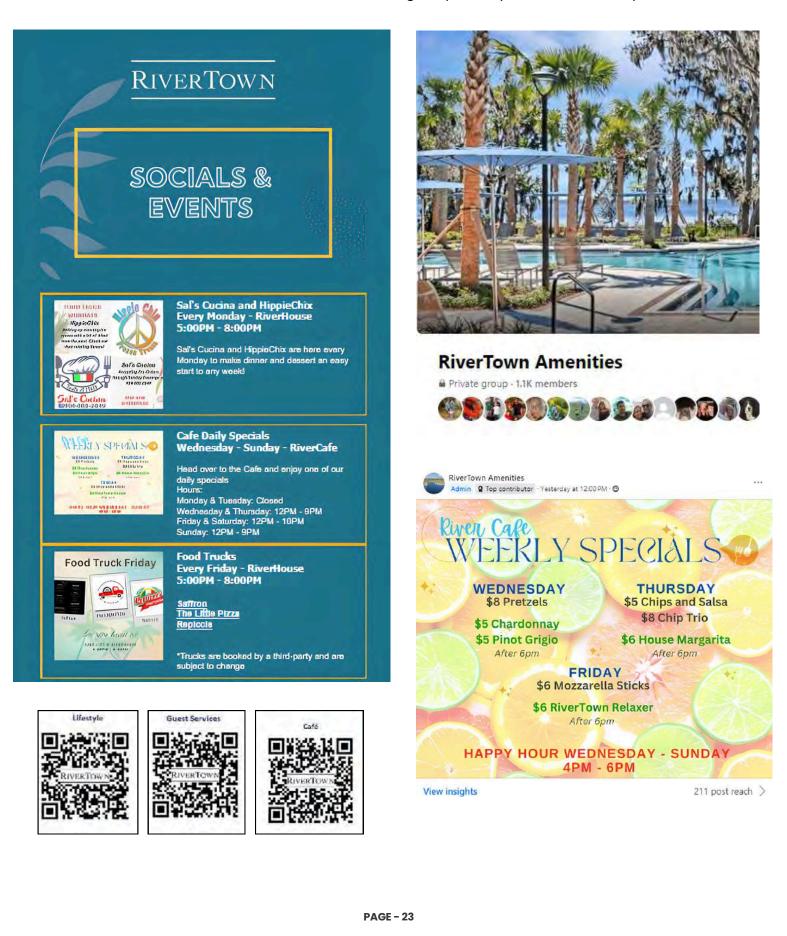
### **Examples of Resident Engagement**



#### **Examples of Resident Engagement (Continued)**



- QR Code Surveys assess resident feedback throughout the year in order for us to make adjustments according to community wants and needs.
- Constant onsite discussions with residents during the year help us understand expectations.





#### **Vesta Food and Beverage Experience**



Locally, Vesta's food and beverage operations generate about \$880,000 in sales annually and over \$1.8 million in Northeast Florida.

RiverTown:

- The RiverCafé at RiverTown provides riverfront poolside and indoor dining for the St. Johns, Florida master-planned community, exclusively serving residents with over \$700,000 in annual sales.
- Offering a wide range of food, beverages, and wines, we feature weekly specials and host events like Trivia, Music Bingo, and Live Music. Our services extend to the Riverfront Amphitheatre with events such as the Jacksonville Symphony and holiday-themed events.
- The café is open for lunch and dinner Wednesday through Friday from 12 PM to 9 PM, Saturday from 12 PM to 10 PM, and Sundays from 12 PM to 9 PM during the summer season. In the off-season, it is open for dinner from 4 PM to 9 PM. All current staff members have food safe handling certifications, and bartenders have alcohol serving best practices certifications.

We have gathered a couple reviews for the RiverCafé from our POS System.

#### Positive feedback



Quality, Location, Customer service, Other, Wait time As always, the ladies at the bar are attentive, know our names, and are very competent bartenders as well as being all-around great people. We love coming there for happy hour and they're doing an amazing job. Positive feedback \$55.03 sale on May 25

Quality, Customer service Great staff at River Club on Friday! They make it a fun place to gather and relax!



#### Vesta's Approach to Quality Assurance

Our local Regional Support Team, in partnership with our onsite teams, Boards, and other stakeholders, have developed scalable and customizable Best Practices tailored to each account and scope-of-service, to ensure an optimal experience for our residents. Our approach has and continues to evolve with feedback, advances in technology, and further experience.

Vesta's approach, while varied in application, is designed to eliminate issues before they occur - or at least quickly and efficiently address them as they are identified - to provide the best possible experience for all stakeholders.

## NOTE: These 8 components of Vesta's approach to Quality Assurance are explained further on the following pages.





#### **Initial Operational Analysis**

For <u>new accounts</u>, our regional team will develop an operational analysis plan and timeline (who, what and when) within the first 45 days of starting the contract, to share with the Board prior to implementation. This approach will allow time for familiarization and review of current operations, engagement with all stakeholders, and finally recommendations to "optimize" the overall resident experience, daily operations, and opportunities for financial efficiencies.

#### Julington Creek Plantation CDD Example

The most relevant example of this same type of in-depth analysis for RiverTown is our undertaking at Julington Creek Plantation CDD, which at the time we began our operations there was already a 20+-year-old community of nearly 5,900 homes, and largely staffed by CDD-employed associates. Over the course of our first 6 months, Vesta conducted an "Optimization Study," resulting in a detailed, 20-page analysis of all aspects of the amenity/recreation operation along with recommendations.

The implementation of our recommendations resulted in:

- A savings to the CDD of 23% or \$373,000 annually in 2022 dollars (using a general ledger, line-by-line comparison with the year before we started).
- Simultaneously improving stakeholders' (Residents, Board, District Staff, and Vesta onsite team members) satisfaction with our operation.

(Yes, "the best of both worlds!")

#### Review, Analysis & Recommendations Regarding Operations at JCP

#### Introduction

As committed, Vesta has conducted an in-depth review and analysis of the operation of Julington Creek Plantation's Recreation Amenities. As we and others have referred to it, our intent has been to determine how to "optimize" a match between the District's needs and resources, addressing such topics as department leadership, structure, programs, and finances. Our recommendations largely look at the next 18 months, through the end of the District's next fiscal year. With the benefit of an additional 12 months (beyond just our first 6 months to date), it is likely that additional changes to further optimize things will be submitted by Vesta in the coming year or so. However, as of now we are trying to strike a <u>balance</u> that:

- Maintains a degree of <u>stability</u> through a continuation of proven and successful approaches and people at ICP (and minimizes negative disruption in level of service, staff morale, etc.);
- Considers input from others with helpful insights and/or long-term histories with JCP;
- Taps into our experience elsewhere to bring a new perspective and ideas to the operation;
- (4) Results in completing a thorough and detailed review and necessary recommendations, in conjunction with the timing of the District's current FY '18 <u>budget process</u>.

#### Objectives of Vesta's Optimization Report

To guide this process, aided by the helpful input of the Board and District Management, the specific objectives of this Report have been:

- (1) Challenge the status guo and the notion of, "Because that's how we've always done it."
- (2) <u>Align</u> current operating <u>revenues and expenses</u> by department to improve clarity of understanding (3) Achieve <u>Personnel "Optimization</u>" by:
  - a. Ensuring an understanding of key staff's roles, responsibilities, and individual strengths.
  - b. While being as considerate of our team members as possible, make recommended improvements to the overall operating structure.
- (4) Identify potential <u>cost-reductions</u> in the Recreation Operation to benefit the District (such as redirecting resources to other areas, reducing assessments, etc.)
- (5) Achieve Programs "Optimization" by:
  - a. Answering the question of, "What is an 'amenity' and what is a 'program'?" by department and activity.
  - B. Recommending the best overall approach to handling Programs (i.e., continuing it as a Districtsubsidized operation or moving to a contracted/outsourced operation.)
- (6) If possible, incorporate some of the Board's recently-stated top priorities:
  - a. Landscaping improvements along Racetrack Road,



#### **Board Reporting And Engagement**

We keep track of **Action Items from your CDD meetings**, confirm we have them correctly captured within 48 hours of the meeting via email, and then provide to all board members and staff. We then provide updates until completion of each item to ensure nothing is dropped and expectations are managed accordingly.

		-	Peri Has Been Con	Dielec FIELUU L II and III Action Items	Name of Street or other	
Item	District	6.0.6	Proprietor	Description	Nores	Completions
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Our onsite management team will provide **weekly and monthly board updates** via email on any items of interest to ensure the whole Board is kept up to speed efficiently.



- Recap of significant
   operational events
- Highlight upcoming events
   and recaps of previous
   events
- Status of projects and ongoing maintenance items
- Update on Board Action
   Items



#### **Resident Satisfaction**



We have found that "point-of-experience" (QR) surveying is far more valuable and less intrusive than formal, periodic, emailed resident surveys. So, we place them conveniently throughout our facilities to capture feedback.

Vesta also monitors social media (Facebook, Nextdoor, etc.) when permitted to do so, and provides clarification to clear up any misperceptions (so they do not "fester" online.) Our onsite team is regularly in personal contact with residents and acting on their feedback.

#### QR Coded Resident Survey (example below)

- Located conveniently throughout facilities on aesthetically appropriate placards, to provide an opportunity for residents to easily provide feedback on their experience, and only when they want to do so.
- Surveys can be tailored based on location (tennis courts, events, reception area, pools, café, locker rooms, parks, etc.)
- Residents simply use their phone to complete the quick survey.
- Utilizes rating scale questions to provide benchmark analysis over time, as well as text boxes to provide detailed and open-ended feedback.
- If residents desire, they can be contacted directly by our team so that we can personally follow up on their experience.
- Survey links can also be placed on the app or website as desired and/or hard copies made available to suit resident-preference.
- Consistent feedback is then shared with the Board through manager reporting, along with any necessary action items.

				8	2	ы	6.	5	12			Your answer-
	1	2	3	4	5	6	1	8	9	10		
Poor	0	0	0	0	0	0	0	0	0	0	Excellent	What new programs would you like to see here at RiverTown? *
												Your answer
							commi	unicat	ion we	provid	le through *	
							omm	unicat	ion we		le through *	What type of events would you prefer there to be more focus on? *
							commi 7	unicat	ion we	provid	le through *	What type of events would you prefer there to be more focus on? *
iceboo							7 0	unicat 8	ion we		e through * Excellent	
lease r aceboo Poor							7 0	unicat 8	9 9			What type of events would you prefer there to be more focus on? *

#### **RiverTown Lifestyle Questionnaire**

#### **Facility Inspections**



We take a couple of approaches to formal facility and infrastructure inspections in addition to those we support from District Engineer Reports and Reserve Studies.

 Our Regional Team performs periodic, customized inspections based on our scope-of-services, as needed (such as upon commencement of the contract, based on operational issues, turnover of key staff, etc.), to provide offsite accountability for Vesta's onsite team. We also want to ensure that we set everyone up for success, share best practices, and avoid "blind spots" by conducting these periodic "peer walks."

	Scope of Services & Measurables	Value	Observations/Comments			
	scope of services is inteasurables	Othrough 4	Observations/Comments			
L1	Upon entering the Amenity Center					
a	Event and programming materials on display	4	Newsletters are printed out and up at both amenity centers			
b	Staff would be able to share the following					
	Website	N/A				
	Amenities available to the residents	4	Clint is very aware of everything we offer at RiverTown, helps potential home buyers by providing answers about amenities, events and programs. Staff very knowledgeable of all amenities also.			
	Whom to contact to process a new resident	4	Clint and Jason both have access to do this. Staffknows to send them to either one of them.			
	Whom to contact to acquire a rental		Clint takes care of all rentals proficiently (less then 1 hour			

 Managers in similar positions are paired and provided the opportunity to walk each other's properties, point out opportunities and solutions, as well as share best practices for mutual and informal benefit. They then provide a summary of what they learned, so we can ensure there is sufficient value and bestdetermine how to plan subsequent experiences and/or development opportunities.

#### Peer Site Review

Objective: Gain a thorough understanding of day-to-day operations. Discuss items such as current contracted services, staffing, project work, vendors, trends and challenges. Most importantly share best practices and look for opportunities to learn and provide input to one another. Take notes as both the host and the visitor. Submit to your supervisor for recording

Date: 1/3/22	Visitor: James Robinson					
Property: Durbin Crossing	Host: Ben Conner					
Notes	s/ Observations/ Best Practices					
· · · · · · · · · · · · · · · · · · ·	entative maint company from Ben. Durbin was pleased with alism and response time of the vendor.					
Recently did a paint RFP for fa	acility exterior. Get the template to use for upcoming RFP					
Forward contact info from our cu	rrent vendor. Welches Tennis. Durbin is looking to renovate					
Consider branding te	nnis windscreens. Looks sharp! Research budget					
Ben recently replaced his pool put	up through A1 Pools. Do NOT USE. Poor workmanship with					



#### **Team Member Audits**

We conduct a variety of team member audits to ensure their training sticks and provides ongoing feedback and coaching to set us and our team up for success. The following are two examples.

#### **Customer Service Audits**

- When a leader witnesses an interaction between a resident and a team member that has opportunity to be improved or to be reinforced and celebrated, the individual is pulled aside informally at the first available moment to coach or congratulate.
- A more formal process is utilized with new team members that follows a checklist tailored to their job scope that reinforces our standards for customer service.

	Reception	740	1.85	1.7
4	Receptionist opens with a warm and oncern privating with crimest one of day. Ex. "Good moneing, Mr. Iones." "Good atlampos. How may a most you?"			
- A.;	Telephone conversation is color and clear			
3	The resident is always using permission before being placed so last for: "May Eplice you on a brief hold while Econoci Manusconce?"			
1	Receptionsi is highly articulate and results damp and excession non- of phone-fragments. Ex: Not using slang scale or "goye", "lifes", "chard", or "weats"			
x	Receptioner is pulse and trainitians a grocows trace and appropriate pace throughout the instruction. Ex: The problem down out Rel ranked on averabachined by the information exercised.			
*	Reppiners readily entire and stantains as sugaping expression			
7	Receptionse makes pyr contact and keeps from on the resident			
*	Receptioned exhibits a genuine wave of interest and concern for that resident			
	Receptured in the getful and measure, demonstrating associatory service when appropriate and helpful. Ex: Offering the lower and press of Gallay Call to new residents before they ask for to			
*	Ecosystemes a knowledgeable about smite continuity or abiant			
-81	Reseptoned does not dealine a separat without offering an appropriate absorative. Its: "Boar dock permiss on through our Field free domainson. I wanted by hence as contexet run."			
8	The resident's tunne is used effectively as a signal of prorportion, but discrarity. The number of times is determined by the length of interaction. Its: that upon process, over upon forewall			
41	Receptional in relientery well proceed, securing clean and well- freed artist. Name Tay is clearly within			
н	Channels of preprintingation arrange staff, is preprior and proppleta- ternition dress and here in topoal connects at sets tame.			
10.	Receptionist closes increasion with politic and appropriate results. In "Thiss year day, Mr. Jones" (markets)		1	
u ser	-	-		
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#### **Lifeguard Audits**

• Our Lifeguards are audited by their supervisors on an ongoing and random basis while they are working to ensure sustained proficiency in their lifesaving skillset. These audits include passive observations as well as active engagements to test their response times, CPR and first aid proficiency, ensure they have the required gear in their kits and the opportunity to save an actor who pretends to be drowning, etc.





#### **Vendor Management**



We've developed tools such as our "Landscape Accountability Tool" that ties a vendor's contract to efficient evaluation criteria, to best-ensure the highest levels of service and timely, specific, and measurable feedback. We have also worked to create more competition in the marketplace by using our local economies of scale to draw in new vendors as needed.

RE	CDD I, II and III Landscape Deficiency Report														
			-	Feb	ruary	_			March	h			A	peil	_
	Contracted Item Description	1/24-1/30	3/21-2/6	E1/2-1/2	2/14-2/20	12/2-12/2	2/28-376	ET/E-2/E	3/14-3/20	1218-1216	3/28-4/3	4/4-4/10	2/11-4/17	4/18-4/24	4/25-5/1
uals	Contractor shall replace approximately Two thousand four hundred (2,400) annuals in four (4) inch pots up to four (4) times per year in designated areas noted on the service area map and maintain annuals to ensure a healthy appearance (pg 30)												Contraction of the local data	3	
Annuals	Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting. Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. (pg 30)	3		3		- 10	5			4		3		5	5
			199			Ĺ					al.		<b>B</b> IG.		666
	Total Items	31	33	30	30	28	32	26	28	28	30	34	30	30	30
	Total Possible Points	155	165	150	150	140	160	150	140	140	150	170	150	150	150
	Total Actual Points	127	143	132	124	SIL	3.37	112	128	1.32	127	14E	122	126	310
	N of Total Possible Points	82%	87%	14388	SSN.	B3%	41/202	86%	414	94%	\$50	86%	81%	BAN	湯われ

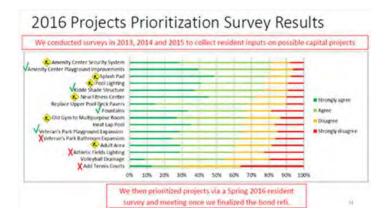
Timeliness Scoring	Pts
Completed within timeframe per contract/vendor timeframe	2
Completed but not within timeframe per contract/vendor timeframe	1
Not completed	0
Quality Scoring	
No discrepancies per contracted standard	3
Minor discrepancies per contracted standard	2
Major discrepancies per contracted standard	1
Work not performed per contracted standard	0
Maxium Points per a contracted task	5

- Based strictly on the landscape contract.
- Contracted service items are placed by week onto a calendar, based on when they are to be completed.
- Inspected and evaluated weekly, to produce an overall score % (actual pts./possible pts.)

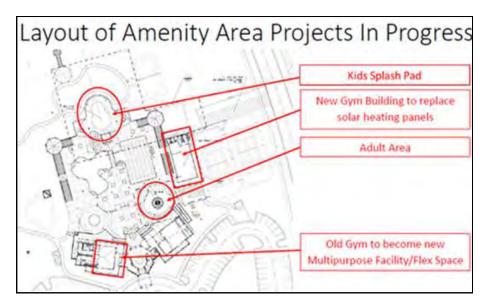
#### **Project Management**



- Vesta actively supports all aspects of projects that our client-CDDs undertake, from sourcing vendors, aiding the board in their decision-making process, and then working closely with hired vendors.
- We leverage our expertise and the vendors' while providing accountability regarding their quality of work and contracted scope of work, to best ensure that all stakeholders are engaged and kept updated on (1) work progress todate; (2) that the work is completed on-time; and (3) that the best overall value is provided to the CDD.
- Vesta has many years of close experience with local vendors and we share our recommendations across all of our client locations. We have participated in regular capital work such as pool resurfacing, addition of pickleball courts, and complex, multi-million dollar enhancement projects. Examples are shown below.







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Sand Annual Hampson	1	-		m
	-	-		
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Second Str.				
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#### **Team Member Development**

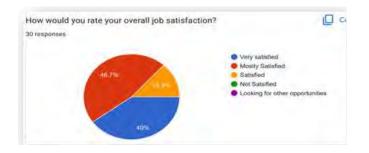


Our Team Members throughout Vesta are absolutely critical to our success in serving our customers, so it is essential that we invest in them. Our strong local presence provides our area team many opportunities for development and advancement, which helps us attract and retain the best talent.

Vesta employs customized, onsite operational training; supports our team to obtain specialized certifications; and provides Vesta-specific Customer Service Training to "set them up for success". We further build upon that with networking opportunities for managers at our pre-and-post season, all-manager meetings and through "peer walks."

- We also provide timely feedback through our **semi-annual checkins**, which evolved from previous performance management reviews to a less formal, more frequent and empowering experience.
- We solicit manager feedback via **annual surveys** to ensure we are fully engaging, empowering and satisfying our onsite leadership teams.
- Most importantly, we actively foster our culture based upon our Vesta Core Values. One way we do this is through our annual "Eagle Pride Day".
- Vesta University is our websitebased training resource that provides third party vendor training aids as well as internally created Vesta-specific content developed by our subject matter experts. These training aids vary from videos to PowerPoint critical skill modules.









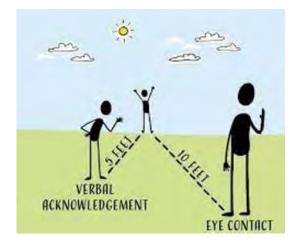
#### **Customer Service Training**

Vesta has over four hours of Customer Service Training modules featuring valuable information conveyed through presentation slides, video reenactments, and hands-on, role-play exercises that we developed to provide all of our team members with the very best in Customer Service Training.

These modules include specific training for hourly staff, mid-level managers, and general managers, and have been custom-made by Vesta to fit our specific needs.

Some of our training topics include the following:

- What is customer service?
- How to deliver proper customer service?
- Customer service challenges and potential solutions
- Defining our customers
- Identifying conflicts of all types and how to deescalate and resolve
- Body language and perception
- Anticipation
- Following through and following up
- Service recovery
- The HEART Model
- The 10-5 Rule





66

I'm very grateful for your stewardship that has supported and improved our community in so many ways. I'm thankful for our partnership with Vesta and the individual relationships I've built with each member of your team.

It is a group committed to our success, with a willing spirit that consistently goes above and beyond to serve our residents.

Chris Sexton, former Board Chairman; Julington Creek Plantation CDD



# **Management Training**



We bring our General Managers, Amenity Managers and Lifestyle Directors together twice a year before and after the peak season to conduct training, prep and debrief the peak season and to network. We do the same with our Field Operations managers annually.

Some of our recent agenda topics have included the following:

- Customer Service Training
- Post Season Debriefs
- Annual Manager Survey results and action Items
- Pre-Season Operational Initiatives
- Lifestyle Initiatives
- Team Building
- Topical Breakouts
- Operational Tools
- Performance Management
- Staffing Strategies
- Financial Analysis
- Training Development
- Retention Strategies
- Payroll Management and Reporting
- Results of operational pilots
- Team Member Check-Ins
- Insurance
- Checklist Management
- OnBoarding
- Townhall with CEO







As long-time, active residents of Bartram Springs we are writing this letter to commend two of the girls who run the clubhouse and all the activities involved. Jayne and Julie are exceptional and an asset to the community. They are always welcoming and helpful to anyone who comes to the office, whether a long-time resident or a potential resident. They have both gone above and beyond in assisting with the year long Food Drive and the Christmas Toy Drive, which has made both drives so successful. Our community is lucky to have these girls.

Marty and Mimi Kaufman, Northeast Florida CDD Residents



# **Property Management Services Proposal**

## General Description of District Facilities to Be Managed

The three districts (Rivers Edge CDD, Rivers Edge II CDD, and Rivers Edge III CDD) combined consist of over 4000 acres of land located entirely within St. Johns County, Florida. Currently, Rivers Edge owns, operates and maintains various common areas, parking lots, storm water management ponds, playground, the RiverHouse amenity center, aquatic facilities located at the RiverHouse that includes a zero entry family pool and water slide, as well as a competition pool, sport courts (i.e. tennis courts and basketball courts, etc) multi-purpose fields, fitness center, RiverFront Park, hardscaping, onsite and offsite landscaping and irrigation systems.

Rivers Edge II owns, operates, and maintains various common areas, parking lots, storm water management ponds, amphitheater, kayak launch, the RiverClub amenity center, aquatic facilities located at the RiverClub that includes a zero entry more adult styled pool, a Café operation which serves alcohol, hardscaping, onsite and offsite landscaping, and irrigation systems. At this point, Rivers Edge III is finalizing the opening of the RiverLodge amenity center which will have a family pool, lazy river, recreation pond, kayak launch into a large recreation lake; it also owns and operates various stormwater facilities, landscape and irrigation facilities.

## Scope-of-Services

The scope of services for each position is set forth in the forms of agreement attached to this Project Manual. Staffing levels and additional instructions are set forth in Section 3.A. Bidders should carefully examine the required scopes and staffing levels on which the bid should be based.

## EMERGENCY ACTION PLAN AND SAFETY PROGRAM

Within the first 90 days of the start of the Agreement, the Amenity Management company shall develop, implement, and maintain the District's Emergency Action Plan (EAP) and Safety Program for operations at the Amenity Centers. The Emergency Action Plan shall be a detailed plan and checklists for the Preparation, Response and Recovery of the Amenity Centers in the event of natural disasters. The Management Company shall comply with all District, State of Florida, Federal and local regulations/orders, rules, policies, and directives, as they pertain to occupational safety and health, the safe operation and security of the amenity facilities. The Amenity Management Company shall provide, at the Amenity Management Company's expense, all safety equipment, and materials necessary for and related to the work performed by its employees. Such equipment will include, but is not limited to items personal protective equipment (PPE), to protect its employees.

## • RiverTown has EAPs implemented such as (but not limited to) the following:

- Accident/Incident Reporting
- Evacuation Plans
- Hurricane Preparedness
- Code Adam
- Severe Weather Protocol
- General Safety Rules
- For a full comprehensive list, please contact Jason Davidson.

## SPECIAL QUALIFICATIONS/CERTIFICATIONS, LICENSING REQUIREMENTS

## Qualifications/Certifications:

1. The General Manager, Amenity Manager, Field Operations Manager, and any Managers on Duty, shall be qualified as a (CPO) Certified Pool Operator or (AFO) Aquatics Facility Operator within the first 180 days after the execution of the agreement, and shall maintain those certifications for those positions throughout the term of the agreement(s).

2. The General Manager, Amenity Manager and Café Manager must possess a valid Manager's Food Safety Certification.

3. There must be at least two (2) employees of the management company that work onsite, who have been professionally trained by the preferred clay court Contractor of the District, in the upkeep and maintenance of clay tennis courts and hydration systems.

4. All staff will be required to be certified in CPR and AED use per direction of the District.

5. Licensing Requirements: Proposing company shall be required to possess all applicable licenses required by state and local agencies, in order to manage the Amenity facilities.

6. Must successfully manage the amenity facilities and pass all health and safety inspections by local governments such as Fire Safety Inspections and Health Inspections.

## Additional Guidance on Staffing Levels/Hours:

1. Companies are instructed to provide pricing in each of the individual District's pricing sheet with the understanding that this individual pricing sheet is meant to determine the total cost individually for each District, if only one District was awarded, or separate companies were selected by the different Boards. A separate sheet is provided for

combined pricing, if all 3 Districts Boards awarded a single company the agreement for all 3 Districts Services.

2. Holiday Schedule will allow for closing early on specific days as approved by the board of Supervisors, and remaining closed for the holidays, as listed in the Holiday Schedule Table.

3. The General Manager, Amenity/Aquatics Manager, Field Operations Manager, and all MODs shall be CPO or AFO certified.

4. The Amenity Office shall be staffed with (1) Amenity Office-Resident Services at each of the 3 amenity centers/facilities, who answers calls, takes reservations, and assists with resident relations, supporting the General Manager and other managers with administrative support responsibilities.

5. Facilities Attendant: Scheduled for 12 hours a day at each facility, 7 days a week. This position provides general maintenance services at the amenity centers only, including but not limited to cleans and vacuums pools, keeps walkways clear of debris, keeps bathrooms cleaned and mopped after janitorial services are performed, and other responsibilities as assigned by the General Manager.

6. Janitorial: Start and end times may vary. This position is solely for cleaning and providing other usual and customary custodial services including but not limited to cleaning of the restrooms, amenity center rooms, windows, floors, dusting, and high dusting, at all 3 Facilities. The Contractor shall provide at least 1 person per day, that is

not scheduled as part of the other staffing coverages. This position is solely for janitorial services.

7. The District shall pay for all equipment, chemicals, cleaners used by Janitorial and Facilities Attendant to perform required general amenity cleaning and sanitizing of the amenities including the fitness centers.

8. Two (2) CPO or AFO shall be scheduled 8 hours a day and 5 days a week to maintain the 3 Districts recreation pools and other bodies of water at the amenity centers at a high standard. The 8 hours a day will include but is not limited to: planned/preventative maintenance, clean filters, balance chemistry, clean tiles, grout, and pool surfaces, maintain pool maintenance logs in accordance with local and state FDOH standards and regulations. RiverHouse (RE-1) Pools are closed on Mondays for maintenance, RiverClub (RE-2) Pools are closed on Tuesdays for maintenance, RiverLodge (REX3) Pools are closed on Wednesdays for maintenance (actual day to TBD)

9. The District shall pay for all chemicals, treatments, pool cleaning equipment, repairs and replacement parts related to the recreation pools.

10. Maintenance Technicians: This position shall provide the planned/preventative daily, monthly, periodic, and annual maintenance, including tennis court maintenance, pressure washing of the amenity facilities, as well as other Field or Amenity Maintenance repairs/work as directed by the Field Operations Manager and/or General Manager. This

does not include work where it is required to have a professional license, for instance electrical or plumbing.

11. The District shall pay for all clay, chemical treatments for the courts, repairs and replacement items, and equipment

12. Maintenance Technicians: Staffed weekdays and on weekends, and handles pool cleaning, pool chemical testing/readings, tennis court maintenance and other amenity/field maintenance.

.13. The General Manager, Amenity Manager, Lifestyle Director, and Field Operations Manager schedules may vary based on the needs of the District, Special Events and required MOD coverage for weekends.

14. Manager on Duty (MOD): A member of management shall be present during each weekend day and holiday where the facilities are staffed. This is to ensure proper coverage of a member of management who is empowered by policy or direction to handle resident relations issues, staffing concerns and emergency situations. All MODs shall be

trained, certified and maintain certifications in CPR, AED, and First Aid.

15. Room Rentals-After Hours Facilities Attendants: For Rental of Clubhouse where facilities attendant is required to be present to assist with setup and take down, clean, and remove trash. This rate is paid by the resident renting the facilities.

16. Labor rate shall include ALL of the proposing company's annual costs, including but not limited to payroll expenses, health insurance, social security tax, federal/state unemployment taxes, workers 'compensation insurance, payroll processing and human resource/corporate/regional administration costs and cell phone. A cell phone must be

provided to each member of Management to use for work related calls while on duty.

17. Mileage Reimbursement shall be invoiced at the current IRS Rate and the monthly invoice shall correctly identify the position of the staff who incurred mileage, and the number of miles.

## Additional Guidance on Staffing Levels/Hours - Lifeguarding

Lifeguard Staffing shall be provided for Rivers Edge and Rivers Edge III only. Rivers Edge II is swim at your own risk. Lifeguard hours shall be invoiced bi-weekly based on actual hours staffed, and shall include summary of personnel's hours as support for invoices. Proposing Companies shall use the guide below to assist them in projecting the total number of lifeguard hours. As part of the response, a projected number of lifeguard hours by facility and a lifeguard staffing plan which includes the location of guards each day, and a proposed annual budget amount for lifeguards at Rivers Edge and Rivers Edge III shall be provided by the proposing companies. It is understood that weather plays a role in staffing, and the District expects the company that is selected to manage staffing closely to avoid over staffing the facility due to weather.

TOTAL LIFEGUARD STAFFING DAYS APPROXIMATELY: 110

- MARCH 2025 ( 9 DAYS )
- 03/08 through 03/16
- APRIL 2025 (8 DAYS) 04/05, 04/06, 04/12, 04/13, 04/19, 04/20, 04/26, 04/27
- MAY 2025 (15 DAYS) 05/03, 05/04, 05/10, 05/11, 05/17, 05/18, 05/23 05/31
- JUNE 2025 ( 30 DAYS )
- 06/01 through 06/30
- JULY 2025 (31 DAYS)
- 07/01 through 07/31
- AUGUST 2025 (16 DAYS) 08/01 through 08/10 (School Starts 08/11), 08/16, 08/17, 08/23, 08/24, 08/30, 08/31
- SEPTEMBER 2025 (1 DAY) 09/01

### Additional Guidance on Rivers Edge II "River Club," cafe operations

- The Rivers Edge II Amenity Center is otherwise known as the RiverClub" and has a café that operates as a full restaurant, including a bar that serves alcohol and liquor.
- The RiverClub Café operates under the following operational processes:
  - The Amenity Company shall provide a monthly profit and loss statement which shall include All Revenues, Discounts, Voids, All Costs of Goods Sold, all Labor Costs, Food and Beverage Costs, Controllable Expenses, Merchant Services/CC fees, Bank fees, Accounting and Accounts Payable Expenses. The P&L shall not include regional or corporate costs as a burden to the Café Operations.
  - The Amenity Company shall provide a flat Monthly Management Fee to pay for all costs associated with the Proper Regional/Corporate oversight of the Café Operations.
  - All revenues that exceed expenditures shall be remitted on a semi-annual basis to the District. The P&L shall concur with the Districts fiscal year (October 1st through September 30th).
  - All expenses that exceed revenues will be paid by the District to the Amenity Company, payable semi-annually after the Semi-Annual True Up is completed by the District and the Amenity Companies accounting departments.
  - The Amenity Company shall ensure that all staff are properly trained in food safety and responsible alcohol serving using the Florida Hotel and Restaurant or some other accredited training course. A member of Management must be trained in the Manager's Course. This training must remain in place for all employees who work in the Café through the term of the agreement.
  - Under no circumstances shall a patron/resident/guest be served to intoxication.
  - Please note that due to restrictions associated with the Rivers Edge II CDD bonds, compensation to the Amenity Company may not be based on net profits from the operation of the managed property, and the Amenity Company shall not bear the burden of net losses from the operation of the managed property. Additionally, the Amenity Company must agree that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to the District with respect to the managed property. For example, the Amenity Company must agree not to claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to the managed.



# **PROPOSAL FORMS**

# **GENERAL PROPOSER INFORMATION**

• Proposer General Information:

Proposer Name <u>Vesta Property Services, Inc.</u> Street Address <u>245 Riverside Avenue #300</u> P. O. Box (if any) City State Zip Code <u>Jacksonville, Florida 32202</u> Telephone <u>(904) 355-1831</u> Fax no. <u>(904) 355-1832</u> Ist Contact Name <u>Jay King</u> Title <u>Regional Vice President</u> 2nd Contact Name <u>Ginger Anzalone</u> Title <u>Regional President</u>

Parent Company Name (if any) <u>PMG Holdings</u> Street Address <u>5401 N. Central Expressway #290</u> P. O. Box (if any) City <u>Dallas</u> State <u>TX</u> Zip Code <u>75205</u> Telephone <u>(214) 272-4074</u> Fax no. <u>(214) 751-2397</u> Ist Contact Name <u>Jose B. Maldonado</u> Title <u>Treasurer</u> 2nd Contact Name <u>Jason Villalba</u> Title <u>Secretary</u>

• Company Standing:

Proposer's Corporate Form: Corporation

(e.g., individual, corporation, partnership, limited liability company, etc.) In what State was the Proposer organized? **Florida** Date **November 12, 1995** Is the Proposer in good standing with that State? Yes <u>X</u> No If no, please explain

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes <u>X</u> Charter No. <u>P95000090161</u> If no, please explain

• What are the Proposer's current insurance limits?

General Liability	<u>\$1,000,000</u>
Automobile Liability	<u>\$5,000,000</u>
Workers Compensation	<u>\$1,000,000</u>
Expiration Date	<u>01/01/2025</u>

• <u>Licensure</u> – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

Type of registration: Community Association Management Firm License License No. #CAB3970 Expiration Date: 09/30/2024 Qualifying Individual: Lisa Ann Manzione Title: CAM / Regional President

## PERSONNEL

List the location of the Proposer's office which would perform work for the District.
Street Address : 245 Riverside Ave. \$300
P. O. Box (if any)
City State Zip Code Jacksonville FL
Telephone Fax no. 904–355–1831
Ist Contact Name: Jason Davidson Title : Regional Manager
2nd Contact Name: Jay King Title: Regional Vice President

• Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any Supervisory Personnel listed. **Refer to bio's on pages 10 - 12.** 

OFFICERS		
	DAT	E: June 4th, 2024
of the Proposer and parent co	npany, if any	
POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Chief Executive Officer	Oversees company executive and day to day operations.	Jacksonville, FL
Chief Accounting Officer	Oversees company accounting.	Jacksonville, FL
Chief Financial Officer	Oversees company financial and administrative functions.	Jacksonville, FL
President	Oversee all community management operations from Central, West to NE Florida.	
President	Oversee all community management operations in South and Southeast Florida.	
		1
Chairman/CEO	Oversees company executive and day to day operations.	Dallas, TX
EVP/CCO/Director	Oversees company executive and day to day operations.	Dallas, TX
Secretary		Dallas, TX
Treasurer		Dallas, TX
	s of the Proposer and parent cor POSITION OR TITLE Chief Executive Officer Chief Accounting Officer Chief Financial Officer President President Chairman/CEO EVP/CCO/Director Secretary	

		SUPERVISORY PE O WILL BE INVOLVED ACH RESUMES OF IND	WITH THE W	the second	0-	
PROPOSER: Vesta Property 5	Services			DAT	E: June 4 <sup>th</sup> , 2024	
INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Richard Losco	General Manager	Oversee overall operation of ReverTown	RiverClub	100%	Less than 1 Year	30 Years
Kevin Mckendree	Field Operations Manager	Oversee all field operations and maintenance of RiverTown	RiverClub	100%	2 Years	12 Years
Lisa McKormick	Café Manager	Oversee all operations related to the RiverCafé	RiverClub	100%	Less than 1 Year	6 Years
Kim Fatuch	Lifestyle Director	Oversee RiverTown's lifestyle, marketing and events.	RiverClub	100%	1 Year	15 Yéars
Ken Council	Amenity Manager	Oversees staffing, training, facility maintenance, HVAC, fire security systems, security systems, Guest Services, Lifeguards, IT, and scheduling.	RiverHouse	100%	Less than 1 Year	12 years
Jason Davidson	Regional Manager	Oversight of RiverTown in its entirety.	Vesta Corporate	60%	Less than 1 Year Former GM of RT	15 Years

# PERSONNEL

• Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes No **X** For each subcontractor, please provide the following information (attach additional sheets if necessary):

• Security Measures - Please describe any background checks, drug tests or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:

Vesta runs a comprehensive state and federal background check on all new hires prior to final onboarding through our third-party provider, Screening One. Additionally, all new hires are required to successfully complete a 7-panel drug test prior to Day 1. Finally, we participate in all federal and state mandated 19 and E-Verify requirements to ensure work authorization/eligibility meets compliance standards.

• Confirm Compliance with the Youth Safety Guidelines attached here to and provide any clarification or additional screening or training you do regarding the same.

<u>X</u> Check here to confirm you have read and agree to comply with the Youth Safety Guidelines.



# EXPERIENCE

• Has the Proposer performed work for a community development district or master planned residential community in excess of 4000 acres previously? Yes No If yes, please provide the following information for each project (attach additional sheets if necessary):

Project Name/Location: Julington Creek Plantation CDD Contact: Michael Morton Contact Phone: 856-392-2245 Project Type/Description: CDD of 5,800 homes (built-out) Dollar Amount of Contract: \$1,650,000 (+ Cafe w/ \$185K in annual sales) Scope of Services for Project: Amenity Management & Staffing, Field Operations Management, Facility Maintenance Services, turnkey Café Operation, Lifeguard Staffing, and Lifestyle Programs & Events. Dates Serviced: 2017 - Present

Project Name/Location: \_ Rivers Edge CDD 1, 2, 3 ("RiverTown") / Saint Johns, FL

Contact: Mac McIntyre Contact Phone: (850) 496-5510 Project Type/Description: CDD of 4,400 homes at build-out Dollar Amount of Contract: \$769,000 (+ Cafe w/ \$755K in annual sales) Scope of Services for Project: Amenity Management, Field Operations Management, Facility Maintenance Services, turnkey Café Operation, Lifeguard Staffing, and Lifestyle Programs & Events.

ADDITIONAL EXPERIENCE

Dates Serviced: 2015 - Present

Сопилинийу Nалие	Indicate CDD or HOA	Total // of Households Occupied as of 10/1/2023 (1)	County Community is Located	Yrs & Months Contract Monaged by Proposer
Αναιά	CDD	600	Palm Beach	2 уоня
Bøtrun Creek	НОЛ	320	SL Johns	4.5 усшя
Beach CDD (Tamaya)	CDD	1,000	Duval	3 yours
Brandy Creek. CDD (Johns Oreek)	CDD	600	SL Johns	8 уонч
Brightmore at Wellen Park*	НОЛ	0	Hillsborough	5 months
Cubot Citrus Farms®	CDD	0	Hillsborough	1 month
Celostina	НОЛ	635	St. Johns	10 yrs.
Orose Creek	CDD	1,112	Clay	6 កាលាវ៉ាទ
Cyprois Bluß CDD (cTown)	CDD	1,700	Duval	3 уоня
Durbin Croming	CDD	2,600	St. Johns	16 yonis
Five Towns	НОЛ	1,701	Pinellas	22 years
Glen St. Johns	CDD	850	St. Johns	8 yours
Grand Haven	CDD	2,000	Fingler	17 years
Orand Reserve	сол	322	Duyal	3 yrs.
Harbor Bay CDD (MiraBay)	CDD	1,400	Hillsborough	4 уонз
Harbour Isles	CDD	900	Hillsborough	3 % years
Heritage Londing	CDD	1,200	St. Johns	18 yons
Julington Creek Plantation	CDD	5,800	St. Johns	буоня
Kings Point Sun City Center	НОЛ	5,600	Hilliborough	16 уелге

Community Name	Indicate CDD or HOA	Total # af Households Occupied as of 10/1/2023 (1)	County Community is Located	Yrs & Months Contract Mannged by Proposa
Kings Point Golf & Country Club	НОЛ	7,200	Palm Beach	31 у олин
Lakos at Bella Lago®	CDD	0	Clay	1 month
LakeShore Ranch	CDD	720	Раясо	8 y 0/6 s
Mrushall Orcek (Palencia)*	CDD	2,000	St. Johns	6 ៣០៧វិទេ
Montecito*	CDD	450	St. Johns	S monûts
Parkland Proterve*	CDD	357	St. Johns	5 mondis
Renoismnce	НОА	700	Sarosota	5 1/2 Yrs.
Rivers Edge (RiverTown)	CDD	2,9501	St. Johns	9 y cros
Yellowbluff Landing (Tiron's)	CDD	680	Duval	5 yones
Sampson Creek CDD (SJGCC)	CDD	799	St. Johns	S yones
Soltern®	CDD	1189	Orange	S mondia
Southhaven CDD (Matkland)	CDD	356	St. Johns	8 y 010 N
Sunstone at Wellen Park *	CDD	60	Hillsborough	6 ៣០៧៨ ទ
Triple Oreek	CDD	2,000	Hillsborough	2 % yews
Venetian	CDD	1,100	Sarusotn	3 yones
WestLake	НОЛ	2,000	Pulm Beach	4 以 y crus
The Proteive at Wildemess Lake®	CDD	940	Hillsborough	S monúns
Wynnfield Lakos	CDD	372	Duval	3 усиз

\* Accounts added since 2022 and reflect 2023 contracts



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• Within the last three years, has the Proposer provided a full range of amenity services for at least three community development districts with an annual general fund budget of over \$500,000? (x) Yes No If yes, please provide the following information for each project (attach additional sheets if necessary):

Project Name/Location: Julington Creek Plantation CDD Contact: Michael Morton Contact Phone: 856-392-2245 Project Type/Description: CDD of 5,800 homes (built-out) Dollar Amount of Contract: \$1,650,000 (+ Cafe w/ \$185K in annual sales) Scope of Services for Project: Amenity Management & Staffing, Field Operations Management, Facility Maintenance Services, turnkey Café Operation, Lifeguard Staffing, and Lifestyle Programs & Events. Dates Serviced: 2017 - Present

Project Name/Location: <u>**Rivers Edge CDD 1, 2, 3 ("RiverTown")** / Saint</u> Johns, FL

Contact: <u>Mac McIntyre</u> Contact Phone: <u>(850) 496-5510</u> Project Type/Description: <u>CDD of 4,400 homes at build-out</u> Dollar Amount of Contract: <u>\$769,000 (+ Cafe w/ \$755K in annual sales)</u> Scope of Services for Project: <u>Amenity Management, Field Operations</u> <u>Management, Facility Maintenance Services, turnkey Café Operation,</u> <u>Lifeguard Staffing, and Lifestyle Programs & Events</u>. Dates Serviced: 2015 - Present

Project Name/Location: **Durbin Crossing CDD** / Saint Johns, Florida Contact: Peter Pollicino Contact Phone: (973) 713-7384 Project Type/Description: <u>CDD of 2,600 homes (built-out)</u> Dollar Amount of Contract: <u>\$568,000</u> Scope of Services for Project: <u>Amenity Management, Field Operations</u> <u>Management, Maintenance Services, Lifestyle Programs, Lifeguard</u> <u>Services, and Facility Monitoring.</u> Dates Serviced: <u>2008 - Present</u>

Project Name/Location: <u>Grand Haven CDD / Palm Coast, Florida</u> Contact: <u>Barry Kloptosky (CDD Ops. Mgr.)</u> Contact Phone: <u>(386) 715-6081</u> Project Type/Description: <u>CDD with 1,895 homes (built-out)</u> Dollar Amount of Contract: <u>\$839,000 (+ Cafe w/ \$980k in annual sales)</u> Scope of Services for Project: <u>Amenities Management, Restaurant</u> <u>& Bar (Turnkey Operation), Facilities Maintenance, and Lifestyle Programs</u>. Dates Serviced: <u>2007 - Present</u>

Project Name/Location: Heritage Landing CDD / Saint Johns, Florida Contact: Michael Taylor Contact Phone: (603) 627-8467 Project Type/Description: CDD of 1,151 homes (built-out) Dollar Amount of Contract: \$464,000 Scope of Services for Project: Amenity Management, Field Operations Management, Facilities Maintenance Services, Lifestyle Programs, and Lifeguard Services. Dates Serviced: 2006 - Present











• List the Proposer's total annual dollar value of amenity center management and grounds maintenance management\* completed for each of the last three (3) years starting with the latest year and ending with the most current year.

2021 = <u>\$26,220,613</u> 2022 = <u>\$28,813,860</u> 2023 = <u>\$32,375,124</u>

\*Vesta provides "Grounds Maintenance Management" (as part of hundreds of HOA Management agreements) as well as Food & Beverage Management, Lifestyle Programming, and Project Management services that are included in the above-dollar amounts.

- Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes \_\_\_\_ No <u>X</u>
- Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes \_\_\_\_\_ No <u>X</u>\_\_\_\_
- List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.

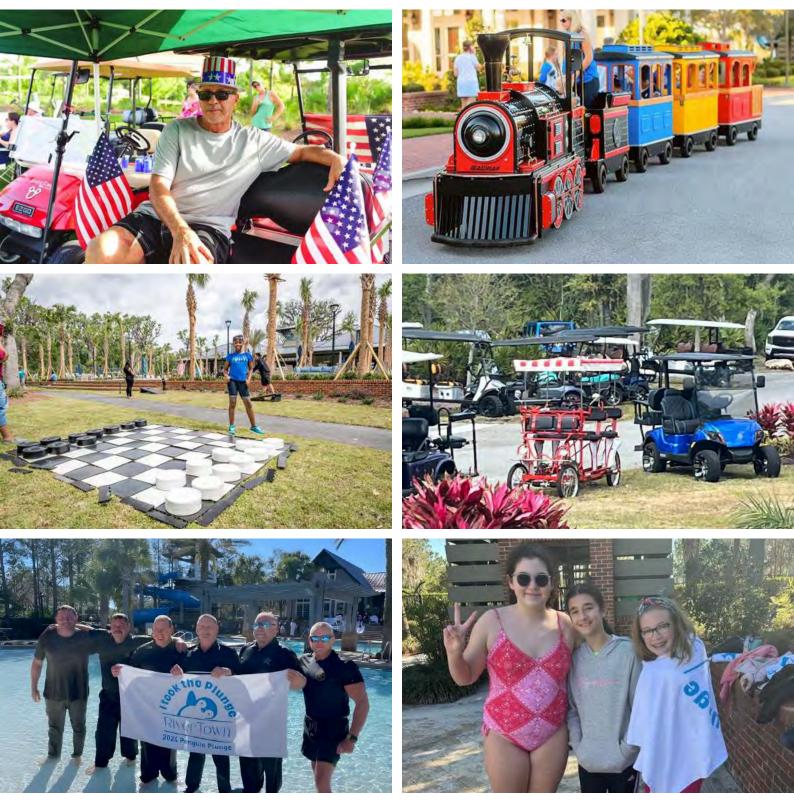
## None

- List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.
- At our "Five Towns" managed community in the St. Petersburg area, a resident alleged a type of "slip-and-fall," supposedly resulting from an insect sting occurring on the club premises/facilities that we maintain. The claim was dismissed.
- A former employee at our Kings Point Sun City Center property alleged wrongful termination in lieu of receiving severance pay (contrary to our standard employment practice.) The claim was dismissed.
- In February of 2019, a "Dram Shop" liability matter was settled by our insurance carrier involving a homicide of a resident by a fellow resident in a managed community of Vesta's in the Tampa area, The Bay Club at Westshore Yacht Club.
- A former Vesta employee alleged age-discrimination as the reason for his or her termination at our Villages of Bloomingdale contact in Riverview. The claim was settled (for a modest sum) out of court on May 21, 2021.

• Has any public employer terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within the past year?

# [] Yes [**x**] No

 Please note that the successful proposer will be required to perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status ofall newly hired employees and shall comply with all requirements of Section 448.095, Florida Statutes, as to the use of subcontractors.



# Pricing Options

TABLE 1: Combined Staffing Level Comparison						
	RFP Staffing	Alternate Staffing				
Lifeguard Hours	Same	Same				
Compensation Levels	Same	Same				
Lifestyle Assistant	Full Time	Part Time				
Maintenance	4 Full Time	4 Full Time + 1 Part Time				
Janitorial	1 Full Time	1 Full Time + 1 Part Time				
Amenity Office/Resident Services	3 Full Time	1 Full Time				
Facility Attendants/Guest Services	12,996 Hours	10,161 Hours				

TABLE 2: All 3 Districts Combined (Total Cost Comparison)	Rivers Edge			Rivers Edge II			Rivers Edge III		
Staffing Options (RFP & Alternates) Total Cost Comparison (1)	Annual Total October 1, 2024 - September 30, 2025 Including (Total Cost)	- September 30,	- September 30,	- September 30,	Annual Total October 1, 2025 - September 30, 2026 Including (Total Cost)	- September 30,	- September 30,	- September 30,	- September 30,
Per RFP Staffing (cost plus fixed management fee)	\$475,307	\$499,253	\$523,120	\$433,000	\$453,773	\$474,911	\$484,964	\$509,635	\$534,124
	\$414,196	\$438,967	\$462,154	\$409,042	\$433,549	\$458,837	\$434,415	\$458,248	\$485,283
Per Alternative Staffing (cost plus with variable mar		\$422,703	\$440,814	\$397,246	\$417,252	\$437,648	\$421,887	\$441,024	\$462,873
Per Alternative Staffing (current fixed billing arrange	\$402,253 f all labor costs (t	\$422,703	\$440,814	\$397,246	\$417,252	\$437,648	\$421,887	\$441,024	\$

TABLE 3: All 3 Districts Combined per RFP Format	0	Rivers Edge		-	Rivers Edge II		1	Rivers Edge III	
Staffing Option Per RFP	- September 30, 2025 Including (Wage + Labor	- September 30, 2026 Including (Wage + Labor	Annual Total October 1, 2026 - September 30, 2027 Including (Wage + Labor Rate + Medical)	- September 30, 2025 Including (Wage + Labor	- September 30, 2026 Including (Wage + Labor	- September 30, 2027 Including (Wage + Labor	- September 30, 2025 Including (Wage + Labor	- September 30, 2026 Including (Wage + Labor	- September 30, 2027 Including (Wage + Labor
Per RFP Staffing (cost plus fixed management fee)	\$395,043	\$414,900	\$434,693	\$360,078	\$377,313	\$394,851	\$403,024	\$423,479	\$443,787
(1) Labor Rate % varies by whether a team member is t	A 10 MILLION OF MALE AND A 10 MILLION	and an other states and states and		C. C. C. C. C. C. C. C. M.				COLOR TRACTORY	
Security Tax, Medicare Tax, Unemployment Tax, Worke as training, liability insurance, regional or corporate su labor costs per a particular time period.	and the second	Contraction of the second s	Contraction of the second s				the second s		Carl Contraction of the local sector of the lo

TABLE 4: Misc Costs	Annual Total October 1, 2024 - September 30, 2025 Including (Wage + Labor Rate + Medical)	Annual Total October 1, 2025 - September 30, 2026 Including (Wage + Labor Rate + Medical)	Annual Total October 1, 2026 - September 30, 2027 Including (Wage + Labor Rate + Medical)	
Monthly Management Fee Per RFP	\$19,594	\$20,581	\$21,569	This amount must be a Flat Monthly Fee
Monthly Café Management Fee	\$2,000	\$2,100	\$2,205	This amount must be a Flat Monthly Fee
Lifeguards Billable Hourly Rate	\$19.73	\$21.40	\$22.89	
Room Rentals-Facilities Attendants Billable Hourly Rate (1)	\$29.59	\$32.10	\$34.34	
1) Assumes OT will be required			1	

NOTE: Labor Rate shall be all inclusive of all Payroll Expenses/Burdens, Health Insurance and Cell Phone Costs. Mileage is billable separately based on actual Monthly Mileage at an agreed upon rate NOTE: Please provide pricing as if a contract is awarded to one company for all 3 Districts.

## Pricing Options

A. Fixed Rate Pricing Model: With traditional Fixed Rate pricing, Vesta projects what we believe our expenses will be specific to each contract for the coming year(s). Expenses include gross wages, workers comp, benefits, associated corporate burden and more. We price our services to remain competitive, provide the highest level of service while earning some level of profit. That said, with the uncertainty of the labor market and inflation, Vesta must create additional margin to buffer against the unknown and still attain some level of profitability.

## Pros:

This is the pricing model the RFP anticipated.

Cons:

- More Expensive
- Not Flexible

**B. Cost Plus Model:** An alternative pricing model is considered as Cost Plus. Vesta invoices the District based on actual wages and benefits (the "Cost"). We then add a flat rate multiplier (the "Plus") to cover non-billable expenses such as laptops, uniforms, insurances, corporate support, etc. and profit. The District pays only for what it receives.

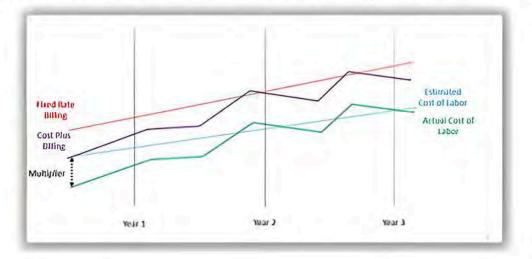
## Pros:

- <u>Creates transparency</u>. The District knows what compensation flows directly to the onsite personnel without incurring the financial or operational hardship of being an employer. Detailed payroll reports are provided with each invoice.
- The District only pays for what it actually gets. If a position is vacant or operating hours are reduced, <u>savings is realized directly to the District</u>. To date every CDD that has chosen the "Cost Plus" option has realized savings.
- <u>Vesta is still accountable to keeping the District on budget</u> and will estimate annual expenses for our services during the annual budget process.
- Hours, levels of services and scope can be easily adjusted by the Board without any
  need for renegotiating the contract to accommodate preferences, staffing levels or in
  response to economic pressures. This arrangement provides flexibility to tweak costs
  throughout the year to hit a desired budget target.
- <u>Compensation rates are variable</u>. In the case of a management vacancy, multiple candidates with differing compensation levels may be considered. Someone with less experience could save the District money whereas a more experienced candidate might cost more but provide greater overall value. There is no incentive for Vesta to choose a less expensive option.
- Less expensive then fixed rate. Since there is a shared risk Vesta does not need to charge more as a hedge against rising costs.

## **Fixed vs Cost Plus Pricing**

With traditional Fixed Rate pricing the service provider agrees on the scope of services and provides pricing for several years. The provider starts with what they think their costs will be and then they add in additional margin as uncertainty grows with subsequent years to ensure if their estimates are off (under estimate costs) that do not lose money since the provider has to render the services regardless of their actual costs. Predicting the future can be hard, especially in an inflationary labor market. The CDD can also be overcharged for the services provided.

With Cost Plus pricing the service provider again estimates costs and the CDD budgets accordingly. However the service provider only bills for what costs are incurred. If cost are less than anticipated (under budget) then the savings goes to the CDD. If the cost are greater than budgeted then the CDD can choose to reduce services to come in on budget or provide funds from other sources to maintain or even increases services as they see fit. Cost Plus is more of a shared, flexible and transparent partnership between the CDD and the service provider as detailed in the following sections.



Thus far, every CDD that has been offered a "Cost Plus" option has chosen it and has realized savings vs. their budget (what we estimated our expenses would be).



# **Cost-Plus Pricing Model**

We are proposing to bill based on actual cost of wages and benefits (The **Cost**) using reporting from our third party payroll processor (Paycom) and then apply a multiplier (the **Plus**) to cover non-payroll expenses such as onsite nonbillable items (smart phones, training, materials, uniforms, etc.), insurance, regional and corporate support and a profit. The multiplier is set at fixed 1.21. So, for every \$1.00 in employee wages and benefits incurred, Vesta charges \$1.21. 83% of every dollar paid to Vesta goes directly to onsite employee compensation and benefits.

#### **Advantages**

- 1. Creates transparency. The District knows what compensation flows directly to onsite personnel.
- 2. This eliminates the inefficiencies created by a multi-year fixed rate contract where uncertainty increases over time and vendor's need to increase their margins to offset it resulting in an inevitably winner and loser. If the vendor does not accurately project future labor costs, they can lose money and conversely if the vendor overestimates costs, then they will profit at the expense of the District. Neither scenario is necessarily good for long-term trust and partnership.
- 3. The District only pays for what it actually gets. If a position is gapped, then there are no wages to bill. There is no need to negotiate refunds or adjustments.
- 4. Vesta is still accountable to keep the District's on budget and will estimate annual expenses for our services during the annual budget process.
- 5. Hours, levels of services, and/or scope can be easily adjusted by the Board without any need for reworking the contract to accommodate preferences or in response to economic pressures. This arrangement provides flexibility to tweak costs throughout the year to hit a desired target.
- 6. When there is a vacancy, multiple candidates for a position at different compensation levels can be considered with the District only being billed for costs actually incurred. Someone with less experience could save the District money whereas a more experienced candidate might cost more but provide greater overall value. There is no incentive for the vendor to choose a less expensive option to save against a fixed reimbursement rate.

## Wages

- Regular
- Onboarding
- Holiday
- Incentive
- Back Pay
- Overtime
- Vacation
- Retro Pay
- Fitness Club
- Miscellaneous
- Sick
- Floating Holiday
- Swim Class
- Holiday Work

#### What is the "Plus"?



Worker's Comp

Non-Wage Benefits Basic ADD

**Basic Life** 

Medical Me

•

The "plus" is a multiplier we use to factor in all other costs not on the Labor Allocation Detail Report (LADR) to ensure we cover all other expenses (noted below) and make a profit. The multiplier will be tailored to each account and vary from contract to contract depending on our costs, size of the account (volume discount), other sources of revenue (programming, café, etc.), etc. The plus multiplier covers everything the contract and or operations require Vesta to pay for that is not billable to the District such as:

- Smart phones •
- Training materials •
- Vesta logo uniforms
- Computers/tablets/IT not billable .
- Offsite employee travel that is not billable
- Liability Insurance •
- All costs associated with Regional Support
- All costs associated with Corporate Support
- Our Profit •

# Process for Cost-Plus Monthly Billing

We will provide Monthly Reporting to compare our actual billing to your budget. • If our onsite, billable labor is less expensive then we estimated as part of your annual budget process, then these realized savings would go to the District (not Vesta.) • If our onsite, billable labor is trending to be more expensive then estimated, we can partner with you regarding ways to reduce staffing costs proactively, to come in on-budget (or as directed by the Board.)

Below is an example of the Monthly Reporting we provide as part of our manager's report for Heritage Landing CDD:

					Forecast (Budget) Summary	
FY 2023	Estimated (Budgeted) Fee	Actual Fee	Variance MTD	Cumulative Variance YTD	Comments	% by Month
October	\$31,762	\$29,032	-\$2,730	-\$2,730	Additional maint tech hours not yet staffed. Partial FA Wednesday vacancy. No management increases until 11/1.	7 10%
November	\$31,762	\$28,784	-\$2,978	-\$5,709	Additional maint tech and FA vacancy not filled until mid November.	7.10%
December	\$31,762	\$29,645	-\$2,117	-\$7,826	Wages and Benefits were less than expected.	7 10%
January	\$31,762	\$30,608	-\$1,154	-\$8,980	Wages and Benefits were less than expected.	7.10%
February	\$31,762	\$30,418	-\$1,344	-\$10,325	Wages and Benefits were less than expected.	7 10%
March	\$37,794	\$39,755	\$1,960	-\$8,364	Onboarding 25+ Staff. Lifeguard Training. Added unbudgeted weekend maintenance hours for rest of year.	8.34%
April	\$38,013	\$42,372	\$4,359	-\$4,006	Continued Lifeguard Training, Additional Maintenance Hours added to insource work.	8.39%
May	\$39,646	\$38,491	-\$1,156	-\$5,161	Wages and Benefits were less than expected.	8.75%
June	\$50,679	\$51,065	\$386	-\$4,775	Wages and Benefits were on target. Includes 5/31.	11.22%
July	\$49,758	\$50,294	\$535	-\$4,239	Wages and Benefits were on target.	11.02%
August	\$41,732	\$46,759	\$5,027	\$788	Wages and Benefits were on target.	9.22%
September	\$34,254	\$37,048	\$2,794	\$3,582	Over budget for the FY due to Board decision to add unbudgeted weekend maintenance hours (\$3,483) and insourcing of work (\$2,746) to save money over vending.	7.55%
	\$450,689	\$454,270				100.00%

I'd like to take the opportunity to share some of my family's thoughts on the work that the Vesta team is doing in our neighborhood, Bartram Springs. We moved here in 2018 with a toddler and another on the way. We fell in love with the neighborhood but were unaware of the sense of community we would find here. We absolutely attribute this to the Vesta team and the programs and services they provide for us. Our daughter has participated in the Bartram Springs Summer Camp and Kids Activity Night for the past two years and we'd been counting down the days until our son turned five. He got to join his very first Kids Activity Night in November! This is a HUGE luxury and convenience for us to have right here in our own neighborhood. These are just two examples that don't even begin to touch on the wide variety of opportunities available to us to meet others in our community and create memories with our family. We are regulars at Food Truck Fridays, I've participated in multiple fitness classes, pool parties, festivals, Easter egg hunts, Santa visits (and personalized letters from the big guy!), soccer and swimming and the list goes on and on.

While we have been very pleased with the stellar work that Vesta is doing, we also recognize the time and energy it takes to make all of this work. The team running the show here is always responsive and helpful and truly takes all voices into consideration. This is true dedication to our community and we wholeheartedly believe that Vesta will continue to be the best choice for Bartram Springs.

## 4.A. AFFIDAVIT OF ACKNOWLEDGMENTS

lorida STATE OF COUNTY OF

Before me, the undersigned authority, appeared the affiant, <u>Daniel Armstrong</u> and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of <u>CFO</u> for <u>Vesta Property Services</u> Trc-("Proposer"), and am authorized to make this Affidavit of Acknowledgments on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Rivers Edge, Rivers Edge II, and Rivers Edge III Community Development Districts proposal for amenity, café, lifestyle, and field management. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

 I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information one hundred and twenty (120) days from the opening of the proposals.

5. The Proposer acknowledges the receipt of the complete Request for Proposals as provided by the District and as described in the Table of Contents, as well as the receipt of the following Addendum Numbers:

6. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the Rivers Edge, Rivers Edge II, Rivers Edge III Community Development District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

[Continued on following page]

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit of Acknowledgments and that the foregoing is true and correct.

Dated this <u>5th</u> day o	f_June, 2024.
	Proposer: Jan Antrey By: Daniel Armstrong Title: (FD)
STATE OF <u>Florida</u> COUNTY OF <u>Jural</u>	ucknowledged before me by means of D physical presence or D
online notarization, this 544 day of	$\sqrt{\frac{1}{2}}$ , 2024, by <u>Danie   Armstran</u> of ersonally known to me or who has produced as identification, and did [] or did not [] take the oath.
DAISY KING	Notary Public, State of Florida Print Name:
MY COMMISSION # HH 226819 EXPIRES: April 3, 2026	Commission No.: $4H 226819$ My Commission Expires: $4/3/24$

## 4.B. <u>SWORN STATEMENT UNDER SECTION 287.133(3)(a).</u> FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

# THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

- This sworn statement is submitted to Rivers Edge, Rivers Edge II, and Rivers Edge III Community Development Districts.
- I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of <u>CFO</u> for <u>Vesta Property Services</u> <u>Tre</u> ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
- 3. Proposer's business address is \_ 245 Riverside Avenue, Ste 300

Jacksonville FI 32202

4. Proposer's Federal Employer Identification Number (FEIN) is <u>59-3353294</u>

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

- 5. I understand that a "public entity crime" as defined in Paragraph 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.
- 6. I understand that "convicted" or "conviction" as defined in Paragraph 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.
- 7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or,
  - b. 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.

- 8. I understand that a "person" as defined in Paragraph 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.
- 9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer 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.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

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I have had the pleasure of collaborating with Vesta throughout my 14-year tenure on the Bartram Springs CDD Board with the last six as Chair, and I cannot tell you how refreshing it was to work with an organization that supported the board's mission so well. The true test of a great company and staff is not how they manage the easy tasks but how they handle the hard tasks, problems or issues. Vesta does an incredible job. I give my highest recommendation to Vesta Property Services.

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The ACORD name and logo are registered marks of ACORD



I live in ETown and Vesta does our Recharge Center. I want to give 5 stars to Vesta for doing a good job taking care of our Amenity Center and for Marcy who is our manager there. She does a wonderful job having so many fun activities for our community, and keeps everything nice and clean there too!

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Vesta has done an outstanding job in adapting to the ever-changing needs of the community and our 12,000+ residents. Vesta manages the amenities in the most up-to-date manner - one that the residents are proud of. I, along with the rest of the 9-member Federation Board, highly recommend Vesta for any position for which they may be considered.

Jack Davidson, President Federation Board, Kings Point Sun City Center



# **Contact Us**

245 Riverside Ave. #300 Jacksonville, FL 32202 Phone: 877-988-3782 Contact@VestaPropertyServices.com FIFTH ORDER OF BUSINESS

## Rivertown Riverhouse Pickleball Court Bid Request for Proposal - Proposal Ranking Sheet

		Personnel	Proposer's Experience	Understanding of Scope of Work	Price	Schedule	
		(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel, including the project manager and field supervisor; present ability to appropriately staff and manage this project; evaluation of existing workload; proposed staffing levels, etc.)	(E.g. past record and experience of the respondent with Rivers Edge CDD; past record and experience in similar projects and with other CDDs and units of government; volume of work	Extent to which the proposal	Price will be evaluated both based on cost-efficiency and the reasonableness of unit prices and the balance of the bid. The District reserves the right to award a contract to a firm other than the lowest bidder	on both efficiency and the Proposer's ability to credibly complete the project within the Proposer's schedule without a	
	Proposer	10	20	20	25	25	Total
1	Hoffman Comerical Construction						0
2	Brogdon Builders, LLC						0
3	Court Surfaces of Florida						0
4	Florida Certified Contractors						0



# Rivertown Riverhouse Pickleball Court Bid Tabulations

June 10, 2024 @ 2 p.m.

No.	Bidder	Bid Form	Addenda	Base Bid	Alternate #1	Alternate #2	Total
1	Hoffman Commercial Construction	Yes	1	\$ 268,700	\$ 50,000	\$ 54,200	\$ 372,900
2	Brogdon Builders, LLC	Yes	1	\$ 261,408	\$ 43,120	\$ 37,520	\$ 342,048
3	Court Surfaces of Florida	Yes	1	\$ 264,463	\$ 60,933	\$ 45,735	\$ 371,131
4	Florida Certified Contractors	Yes	1	\$ 321,974	\$ 65,000	\$ 63,050	\$ 450,024



June 10th, 2024

Re: Rivertown Riverhouse Pickleball Courts

Rivertown Rivers Edge Community Development District c/o Prosser Prime AE Mr. Ryan Stilwell 13901 Sutton Park drive, Suite 200 Jacksonville, FL 32224

Mr. Ryan Stilwell:

We are pleased to submit our proposals for the Rivertown Riverhouse Pickleball Court Project based on the civil drawings prepared by Prosser Prime AE dated 5/7/23 and Project Manual dated May 7, 2024. Pricing is good for 45 days.

We have done several similar pickleball projects for Palencia, Nocatee and Pine Ridge amenity center. We are currently expected to be awarded the four pickleball courts for a Fleming Island project. We have the experience and knowledge to do a superior project for Rivertown Rivers Edge CDD. We would like to be part of your team to get this project complete and look forward to working with you and Rivertown Rivers Edge CDD.

Base Bid Amount \$372,900.

Sincerely,

faul Ho

Paul Hoffman President

# HOFFMAN COMMERCIAL CONSTRUCTION SCHEDULE OF VALUES

# **RIVERTOWN RIVERHOUSE PICKLEBALL**

140 Landing Street, St. Johns.

DATE - 6/10/24



ITEM	ITEM DESCRIPTION	COST ESTIMATE
1	MOBLIZATION AND SITE PREPARATION	11,100
2	EROSION AND SEDIMENT CONTROL	1,500
3	STORMWATER POLLUTION PREVENTION PLAN	1,200
4	CLEARING	18,900
5	PICKLEBALL COURTS	228,500
6	TESTING ALLOWANCE	300
7	SEEDING AND MULCH	3,000
8	BONDING/WARRANTY	4,200
9	ALT #1 - PICKLEBALL COURT LIGHTING	50,000
10	ALT #2 - BASKETBALL COURT LIGHTING	54,200
	PROJECT TOTAL BASE BID	372,900

### OFFICIAL PROPOSAL FORM RIVERTOWN RIVERHOUSE PICKLEBALL COURTS ST. JOHNS COUNTY, FL (Attach as coversheet to detailed bid)

#### This Proposal has been prepared by:

Name:	Paul Hoffman					
Company:	mpany: Hoffman Commercial Construction, LLC					
Address:	6919 Distribution Ave S	. Suite #5				
City:	Jacksonville	State: Zip Code:				
Telephone:	904-759-3211	Fax:				
FL License #:	CGC 1514994					
Email:	phoffman@hoffmanco	mmercial.com				

The Proposer understands and agrees to all items & requirements listed in the Project Manual, dated <u>May 7th</u>, 2024, including all addenda issued during the bidding time, and is familiar with the project location and St. Johns County Permitting requirements. In accordance with the Request for Proposals for <u>Rivers Edge Community Development District</u> – <u>Pickleball Court Construction Project</u>, the undersigned proposes to provide all work necessary to install and construct the improvements specified herein as shown on plans dated April 19, 2024 prepared by Prosser, Inc. and in accordance with St. Johns County Standards.

#### **DOCUMENTS AND ADDENDA**

The Proposer submits that it has carefully examined the site and existing site conditions of the proposed Work, as well as the drawings and specifications. Also, Proposer has thoroughly reviewed the Request for Proposals, Instructions to Proposers, Evaluation Criteria, Standard Form of Agreement, Specifications and all other components of the Contract Documents and acknowledges that it has received the addenda listed below.

Addendum/RFI #	Received (date): June 4 2024
Addendum/RFI #	Received (date):

#### QUALIFICATIONS

By submitting this Proposal, the Proposer certifies that it satisfies the following qualifications (initial each):

 $\frac{PH}{Project}$  (1) Proposer is able to furnish a payment and performance bond in the full amount of the Project to

PH the District;

(2) Proposer is authorized to do business in Florida; and

PH (3) Proposer holds all necessary certifications or licenses required to perform work in St. Johns County and is a licensed contractor in the State of Florida.

#### TOTAL PRICING

Proposer understands that the District may award a contract for all of the Work or any component thereof, to modify the Work, and to complete the work in phases in its discretion. Proposer also understands that pricing shall be based on the unit pricing submitted as part of this Proposal. With that understanding, the Proposer represents that it can complete the base-bid Project for the total lump-sum price of:

List prices for any bid alternates:

Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor. The Compensation provided for herein shall include all allowances to cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts; Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts; and there shall be no adjustments to allowances if the increase is due to claimed (or proved) escalations in the cost of materials, labor, consultants, equipment rental costs, utilities, or gasoline. The pricing and compensation herein included is a firm lump sum price for the completed Project and this forms a material part of the Agreement.

The undersigned Proposer, having a thorough understanding of the Work required by the Contract Documents, the site and conditions where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work, and having knowledge of the expense and difficulties attending performance of the Work, and having fully inspected the site in all particulars, hereby proposes and agrees, if this Proposal is accepted, to enter into the Construction Contract with the Owner to fully perform all Work in strict compliance with the Contract Documents, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Project and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation facilities, labor, superintendence and services required to perform the Work; and bonds, insurance, submittals; and all fees including without limitation permits, timber taxes, inspection fees, maintenance bonds, as-builts and plats as needed for dedication, etc., as indicated or specified in the Contract Documents to be performed or furnished by Proposer for the prices as indicated in the Proposal Summary.

#### TIME

Proposer is available to begin the work described in this Project Manual starting July 1, 2024, 2024.

Proposer submits that it can reach Substantial Completion of the work described in this Project Manual within One Hundred days (100) days of the issuance of a Notice to Proceed.

Proposer submits that it can reach Final Completion of the work described in this Project Manual within One hundred fourteen days (114) days of the issuance of a Notice to Proceed.

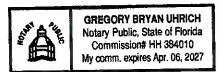
The undersigned Proposer agrees to commence work within seven (7) days after the date of a written Notice to Proceed. The undersigned Proposer agrees that this Proposal shall be valid for a period of thirty (30) days from the date proposals are due. Proposer hereby acknowledges that any work provided and any cost incurred by Proposer prior to receiving both the Notice of Award and the Notice to Proceed will be at Proposer's risk unless specifically agreed to in writing by the District.

Paul	Hollina
(Signed)	
Paul Hoffman	V
(Print Name of Signatory)	
This 7th day of June	, 2024.

(Corporate Seal)

Sworn to before me by means of  $\square$  physical presence or  $\square$  online notarization this  $\_\underline{7^{lb}}$  day of  $\_\underline{3_{one}}$ , 2024.

(Notary Seal)



<u>Gregory Byon Which</u> Apr. 06, 2027 Notary Public Expiration Date

## RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT INFORMAL REQUEST FOR PROPOSAL FOR RIVERTOWN RIVERHOUSE PICKLEBALL COURTS

## PART II. PROPOSAL FORM – (B) ORGANZATIONAL INFORMATION OF PROPOSER

DAT	TE SUBMITTED: June 10th	, 2024			
1.	Proposer Hoffman Commerce	ial Construction,	LLC	/ / A Individual	
	(Company N	Jame)		/_/ A Partnership /X A Limited Li /_/ A Corporatio /_/ A Subsidiary	o ability Company n
2.	Proposer's Parent Company Name (	if applicable)	I.A.		
3.	Proposer's Parent Company Addres	s (if applicable)			
	Street Address N.A.				
	P.O. Box (if any)				
	City	State		Zip Code _	
	Telephone		_ Fax No		
	1 <sup>st</sup> Contact Name			le	
	2 <sup>nd</sup> Contact Name		_ Title		
4.	Proposer Company Address (if diffe				
	Street Address 6919 Distribution	on Ave S. Suite #	<b>#</b> 5		
	P.O. Box (if any)				
	City Jacksonville	State	FL	Zip Code _	32256
	Telephone 904-759-3211		_ Fax No		
	1 <sup>st</sup> Contact Name Paul Hoffmar	ı	Titl	lePM/President	
	2 <sup>nd</sup> Contact Name Patrick Kenne				
5.	List the location of Proposer's office	-	•	Community Developmen	t District work.
	Street Address6919 Distributio	n Ave S. Suite #	5		
	P.O. Box (if any)				
	CityJacksonville	State	FL	Zip Code _	32256
	Telephone904-759-3211		_ Fax No		

1 <sup>st</sup> C	Contact Name	Title PM/President								
2 <sup>nd</sup> C	Contact Name Patrick Kennedy Title	Supt								
s th	he Proposer incorporated in the State of Florida? Yes (X) No	O								
.1	If yes, provide the following:									
	Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes ()									
	If no, please explain									
	Date Incorporated 3/16/2016	Charter NoL16000057188								
.2	If no, provide the following:									
	The state in which the Proposer company is incorporated									
	Is the company in good standing with the state? Yes () No ()									
	If no, please explain									
	Date incorporated	Charter No.								
s the	ne Proposer company a registered or licensed contractor with									
.1	If yes, provide the following:									
	Type of registration (i.e. certified general contractor, certified electrical contractor, etc.)									
	Certified General Contractor									
	License No CGC 1514994	Expiration Date8/30/26								
	Qualifying Individual Paul Hoffman	Title_President								
		Hoffman Commercial Construction, LLC								
	III									
.2	Is the Proposer company a registered or licensed Contractor									
.3	Has the Proposer company performed work for a commun									
	Yes (3) No ()	ay according a same providusty:								
	If yes, describe: Nocatee - Tomato CDD & SONOC									
	Palencia - Sweetwater Creek CDI									

15

Address \_\_\_\_

219 N. Newnan St. Jacksonville, FL 32202

Approved Bonding Capacities:	Aggregate Limit	<sub>\$</sub> 6,000,000
	Single Project Limit	\$ 3,000,000
	Total Current Contracts Bonded	\$

9. What are the Proposers' company's current insurance limits? (Please also attach a copy of your current insurance certificate)
 General Liability
 S 1,000,000

Automobile Liability	\$_1,000,000
Workers Compensation	\$ 1,000,000
Expiration Date	12/6/24

10. Has the Proposer company been cited by OSHA for any job site or company office/ shop safety violations in the past two years? Yes () No (x)

If yes, please describe each violation fine, and resolution

What is the Proposer's current worker compensation rating?

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two (2) years? Yes () No (X)

If yes, please describe the incident:

11. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes (\_) No (x)

If so, state the name(s) of the company(ies)

The state(s) where barred or suspended \_\_\_\_\_

State the period(s) of debarment or suspension \_\_\_\_\_

12. Has the organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes () No (x)

If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

<sup>13.</sup> Within the past five (5) years, has organization failed to complete a project within the scheduled contract time? Yes () No (x)

If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof.

Identify all subcontractors Contractor intends on utilizi				
by each subcontractor.	ing for the project	and describe the	e work to	be per
Radiant Elect - lighting				
Capital Concrete				

15. Please attach at least three (3) references from projects of a similar size and scope.

2

[Remainder of Page Left Intentionally Blank]

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Rivers Edge Community Development District or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or necessary to determine whether the Rivers Edge Community Development District should qualify the Proposer for providing a Proposal for its construction projects, including such matters as the Proposer's ability, standing integrity, quality of performance, efficiency and general reputation.

By: Paul Hoffman - President

This 7 day of \_\_\_\_\_\_, 2024.

(Type Name and Title of Person Signing)

(Corporate Seal)

Sworn to by means of  $\mathcal{D}$  physical presence or  $\Box$  online notarization before me this  $\underline{-7^{tb}}_{tab}$  day of June , 2024.

Bregn Byon Which Apr 06, 2827 Notary Public/ Expiration Date (Seal) **GREGORY BRYAN UHRICH** Notary Public, State of Florida Commission# HH 384010 My comm. expires Apr. 06, 2027

# PART II. PROPOSAL FORM – (B) PERSONNEL & EQUIPMENT

1. For each manager, supervisor and key person who will be directly working on and/or responsible for the Project, please provide the following information:

Name: Paul Hoffman
Title: PM
Office Location:Jacksonville
Corporation Responsibilities: PM/President
Years in Current Position: 8
Proposed Role for the Project: PM
% of Time to Be Devoted to Project: 25% Provide the following information for at LEAST THREE projects similar to the Project where the manager / supervisor / key personnel were involved. Project 1 Project 1
Project Name / Location: Palencia Pickleball Courts
Time Period of Project: August 2023 to Nov 2023
Description of Project: Four new pickleball courts, three shade structures and sports lighting
Role of Manager / Supervisor / Key Personnel:PM
Reference Contact:John Smith
Contact Phone/E-Mail: 770-841-4800 john.sccdd@gmail.com

X

# Project 2

Project Name / Location:_	Pine Ridge Pickleball and basketball courts-Clay Co.
Time Period of Project:	July 2022 to January 2023
Description of Project:	New Tennis/Pickleball Courts and basketball courts
Role of Manager / Supervi	sor / Key Personnel: PM
Reference Contact:	- Amenities manager
Contact Phone/E-Mail:	904-572-8107 prmgr@riversidemgtsvc.com
roject 3	
Project Name / Location:_	Nocatee Pickleball courts
Time Period of Project:	April 2020 to August 2020
Description of Project:	Four new additional courts and resurfacing existing courts.
Role of Manager / Supervi	
Reference Contact: Mo	Rudolph
	904-571-0477 mrudolph@parcgroup.net

(Attach resume, and use additional sheets as appropriate.)

# Sweetwater Creek Community Development District

475 West Town Place, Suite 114, St. Augustine, Florida 32092 Phone: 904-940-5850

December 8, 2023

Mr. Paul Hoffman Hoffman Commercial Construction, LC 6919 Distribution Ave South Suite #5 Jacksonville, Florida 32256

Re: Pickleball court construction at Fitness Center

Dear Mr. Hoffman,

On behalf of the Sweetwater Creek CDD, I would like to thank you for the excellent construction of our four pickleball courts. Your talent and attention to detail was excellent, as well your ability to build to the unique vision for our community.

Your timely completion ( two weeks ahead of schedule ) was great. The colors, nets, fencing, and drainage is a superior commercial construction result which the community will enjoy for years to come.

All of your staff and sub-contractors were extremely professional and I appreciated their dedication to doing the job right.

Your firm was a delight to work with and we wish you the best for the holiday season as we enjoy the courts you built.

Best regards John

John Smith, Vice Chair 2nd Seat SWCCDD



# Paul Hoffman, Project Manager

Hoffman Commercial Construction, LLC 6919 Distribution Ave, Unit #5 Jacksonville, Florida 32256 (904) 759-3211 phoffman@hoffmancommercial.com www.hoffmancommercial.com Florida CGC 1514994 Georgia GCC 002754

# "Hoffman Commercial Construction: The Better Building Experience"

# <u>Summary</u>

Paul Hoffman will be the Project Manager for the Rivertown Riverhouse Pickleball Courts project. He has more than 32 years of construction project management experience on commercial projects in Jacksonville.

In 2016, Paul Hoffman started Hoffman Commercial Construction on solid experience. During 27 years with Auld & White Constructors as a V.P. and principal, Paul was involved with more than 200 projects totaling \$340M+. He has successfully completed projects of all types, including restaurants, fast food, fitness, retail, institutional, tenant build-out, healthcare, educational, distribution centers and industrial. Paul is experienced in delivering projects via designbuild, construction management and traditional design-bid-build. Here is a list of some of the projects he has managed over his 32-year career in Jacksonville.

## Personal Work History

- Palencia Pickleball Courts, St. Augustine, Four new courts behind fitness center. \$465,737
- Current starting New Pickleball Courts for Fleming Island with Prosser Engineering. Waiting on contract and permits. Project to include four new pickleball courts.
- Pine Ridge Amenity Improvements. Clay Co. New BB and Tennis/pickleball courts, parking lot and splash pad. \$1,734,809.
- Hammock Oaks Clubhouse and Pool, SR 16A, SJC New clubhouse, Fitness Center and Pool, \$1,832,942
- Arbor Mill of Mill Creek Amenity Center, St. Augustine, Pool, Tennis court and Amenity Center, \$710,000, Kurt Jenson, Architect.
- Nocatee Sports Complex, Pickleball courts, volleyball courts, Fencing and court lighting. \$248,000.
- Northeast Florida Regional Airport at St. Augustine, Airport Terminal Entrance Canopy and Parking Kiosk Canopy, \$300,000, Structures International.
- Jinko Solar Manufacturing Plant, Cecil Field, Jacksonville. New \$16 Million solar panel manufacturing plant.
- Sheraton Hotel Fitness Expansion, Deerwood Park Blvd, Jacksonville, \$542,000 fitness center and pool remodel.
- Good News Church, World Golf Village, New Construction, \$3 Million, Kasper Architecture, March 2016
- Celestina Amenity Center, St. Johns., New Construction, \$8 Million, Basham & Lucas, December 2015.
- Jacksonville Humane Society Phase I addition, New Construction, \$1.5 Million, Bacon Group Architecture, May 2016.

### **Education**

Georgia Institute of Technology – Bachelor's degree, Civil Engineering Nova Southeastern University – Master of Business Administration (MBA)

# **Professional & Community Involvement**

Associated Builders & Contractors - First Coast Chapter

## Past Chairman / Member Board of Directors

AIA Jacksonville

This is your license. It is unlawful for anyone other than the licensee to use this document.



SBRUNSON

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/22/2023

					ne terms and conditions of the ertificate holder in lieu of such	endorsement(s)					statement on
	UCE				CC NA	NTACT Susan B	runson, AF	is, cic, clcs	, ACSR		
		Powell & Compa lewnan Street	any		PH (A)	ONE C, No, Ext): (904)	353-3181		(AIC, No):	904	353-5722
		ville, FL 32202			Ed AD	DRESS: SBRuns	on@cwpow	rellins.com			
					P2			RDING COVERAGE		-	NAIC #
					***	URER A: Westfie					24112
NSU	RED	Hoffman Co	mmercial Const	nuction	110	URER B : Americ	an Builders	<u>insurance</u> <u>C</u>	ompany	-	11240
		101 Markets	ide Avenue		Int	URER C :					
		Suite 404-3 Ponte Vedra				WRER D :					+
		Fonte veura	a, FL 32VO I			SURER F :					+
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		TYPE OF INSI		ADDL SU	VD POLICY NUMBER	(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	S	1.000.06
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										\$	
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-	AND	EMPLOYERS' LIABILI				12/6/2023	12/6/2024	E.L. EACH ACCIDE	NT	\$	
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-	AND ANY OFFI (Mar	RENS COMPENSATIO EMPLOYERS' LIABILI PROPRIETOR PARTNE CER MEMBER EXCLUE (datory in NH) 5, describe under CRIPTION OF OPERAT	R/EXECUTIVE	N/A				E.L. DISEASE - EA	EMPLOYEE		1,000,0

CERTIFICATE HOLDER	CANCELLATION
Clay County Building Division PO Box 1366 Green Cove Springs, FL 32043	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Green Cove Springs, FL 32043	AUTHORIZED REPRESENTATIVE

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COMPANY OWNED MAJOR EQUIPMENT (Attach additional sheets if necessary) Company Name Hoffman Commercial Construction, LLC

6/10/24 Date\_

SD IN	OTHER									
No. LOCATI	FLORIDA OTHER	4								
	CAPACITY									
	DESCRIPTION	Pickup Trucks								
	QUANTITY	4		-						

## RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT INFORMAL REQUEST FOR PROPOSAL FOR RIVERTOWN RIVERHOUSE PICKLEBALL COURT PROJECT

### PART II. PROPOSAL FORM – (C) PRICING

#### SECTION 1. PRICING.

Furnish and install all material, equipment and labor for the work complete and acceptable for construction of all infrastructure and appurtenances as outlined in the Proposal Form attached as Exhibit A (to be prepared and completed by Proposer) for the total lumps sum of:

Three Hundred Seventy-Two Thousand Nine Hundred dollars

(In Words).

\$ 372,900.00 (In Figures).

Note: This lump sum amount must match the extended total price on the Proposer-provided Proposal Form attached as **Exhibit A** which shall provide detailed quantities, associated unit costs, and line item costs (extended to provide for total cost). In addition to providing a hard copy of this Bid Form, this information must be submitted electronically by the Proposer in Excel format. Please be advised the selected Contractor will be responsible for construction stakeout and the retention of a surveyor to perform such work; accordingly, a corresponding line item must be included in all submitted Proposals.

The undersigned proposes to construct all work, or portion thereof, necessary to construct four pickleball courts as shown on plans prepared by Prosser Prime AE., and A & J Land Surveyors. Geotechnical Reports and in accordance with St. Johns County, and the St. Johns River Water Management District permits.

All proposals shall include coordination of construction with others.

All applicable federal and State of Florida taxes are included.

The offer in this Proposal Form shall be open to acceptance and is irrevocable for thirty (30) days from the proposal opening date.

If this proposal is accepted by the District within the time period stated above, we will:

- 1. Execute the Contract within seven days of receipt of Notice of Award, unless such time period is otherwise extended by the District.
- 2. Furnish the required bonds within seven days of receipt of Notice of Award.
- 3. Commence work within five days after written Notice to Proceed of this proposal.

In addition to completing the Proposal Form attached hereto as **Exhibit A**, Proposer shall create and provide with its proposal an itemized Schedule of Values for each numbered item set forth on the attached Proposal Form. The Schedule of Values shall outline all work items that will be used for monthly pay requests and the amounts thereon will be used for negotiating change orders. The undersigned has visited the site, examined the plans, specifications and any addenda thereto, is acquainted with and fully understands the character and extent of the Scope of Work covered by this Proposal; and the specific requirements of St. Johns County, and all other regulatory agencies. The undersigned has carefully checked this Proposal after it was prepared and has verified all items, quantities, unit costs, and values and agrees to indemnify and save harmless the Owner against any cost, damage or expense which may be incurred or caused by any error in the preparation of same.

This proposal made by and on behalf of: Hoffman Commercial Construction, LLC
Proposer Signature: Paul Holly Date: 6/10/24
Address: 6919 Distribution Ave south Suite #5, Jacksonville, FL 32256
By: Paul Hollen
Print Name: Paul Hoffman

# RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT INFORMAL REQUEST FOR PROPOSAL FOR RIVERTOWN RIVERHOUSE PICKLEBALL COURTS

#### PART II. PROPOSAL FORM – (C) PRICING

#### TOTAL **Item No. & Description §** 11,100 1. MOBILIZATION AND SITE PREPARATION 1,500 \$ 2. EROSION AND SEDIMENT CONTROL 1,200 3. STORM WATER POLLUTION PREVENTION \$ \$ 18,900 4. CLEARING \$ 228,500 5. PICKLEBALL COURTS 300 6. TESTING ALLOWANCE \$ \$ 3,000 7. SEEDING & MULCHING 4,200 8. BONDING/WARRANTY \$ 50,000 9. ALTERNATE #1: PICKLEBALL COURT LIGHTING \$ \$ 54,200 10. ALTERNATE #2: BASKETBALL COURT LIGHTING

**Project Total** 

372,900

\$

1. MOBILIZATION AND SITE PREPARATION - Includes the preparatory work and operations in mobilizing to begin the work and demobilizing upon completion of work on the project. Work will include any site preparation necessary for construction. This item will be paid for on a percentage of total construction complete basis.

<u>Total</u>

Lump Sum Price: \$_11,100	(Numerals)

Eleven Thousand One Hundred (Written)

2. EROSION AND SEDIMENT CONTROL - Includes all measures that are required to comply with the State of Florida water quality standards. This includes, but is not limited to silt screens, sodding, or other such measures that shall prevent the discharge of turbid waters from the site and minimize erosion of all graded areas. This item includes all measures necessary to meet agency quality standards and requirements. Testing results will be provided to the Owner on a regular basis or when requested. The site will be inspected on a regular basis by the Owner's Representative and will produce a weekly report with actions items indicating deficiencies. All Deficiencies must be repaired in seven days or less, or the contractor must provide in writing why the deficiencies cannot be addressed with in the seven-day limit. Failure to correct a deficiency in the first seven days will result in a written warning. If the deficiency is not corrected after fourteen days the Owners Representative will make the repair and the Contractor will be back charged for the cost of the repair and a \$500.00 fine for each line item not addressed. Upon final acceptance of the site from St. Johns County & SJRWMD. The contractor shall remove sediment control measures once the grassing and 70% stabilization is established.

#### <u>Total</u>

Lump Sum Price: \$	1,500	(Numerals)

One Thousand Five Hundred (Written)

3. STORM WATER POLLUTION PREVENTION PLAN - Notice of Intent (NOI) to be filed by the contractor. The contractor shall adhere to all Federal rules and regulations regarding the National Pollutant Discharge Elimination System (NPDES) for construction and ground water discharge. The Storm Water Pollution Prevention Plan (SWPPP) included in these plans shall establish the minimum requirements allowed. The contractor shall implement additional measures, as required, to ensure compliance with the NPDES requirements. This item does include erosion controls item shown on the erosion and turbidity control plans or erosion and turbidity controls required by St. Johns County, or the St. Johns River Water Management District. Contractor shall provide specifications and shop drawings on all material to be used as part of the SWPPP.

<u>Total</u>

Lump Sum Price: \$_	1,200	(Numerals)
	One Thousand Two Hundred	(Written)

4. CLEARING - Includes complete clearing and grubbing and burning (if allowed) or removal offsite of all brush, roots, and all other debris in accordance with the City of St. Johns Standards and Specifications in the roadway rights-of-way. Special care shall be taken to ensure preservation of all natural vegetative areas indicated on the plans, existing mailboxes, and existing edge of pavement.

**Total** 

Lump Sum Price: \$	18,900	(Numerals)
_	Eighteen Thousand Nine Hundred	(Written)

5. PICKLEBALL COURTS - Includes construction of pickleball courts in accordance with the USA Pickleball regulations. Courts must maintain an asphalt or concrete base along with resurfacing, coating, and sealing surface to ensure no cracking nor damage is sustained on the courts. Special care shall be taken to ensure netting and fencing will not inflict with the area or play or exceed the proposed edge of pavement.

#### <u>Total</u>

Lump Sum Price: \$ 228,500

(Numerals)

Two Hundred Twenty-Eight Thousand Five Hundred (Written)

6. TESTING ALLOWANCE - Although the requirement for testing is stated in other bid items, the cost for all testing associated with the construction of the proposed development Infrastructure is to be included in the Contractors Contract within this allowance. This includes, but is not limited to, all LBR tests, compaction tests, asphalt coring, pressure tests, etc. Please provide an allowance for this item, but all reimbursements for this item will be made to the Contractor based upon the actual testing company invoices. The testing allowance shall be Lump Sum Bid – Price Not to Exceed. Any additional cost for testing requirements beyond this amount will be at the cost of the Contractor. The Owner must approve the Contractors testing company.

#### **Total**

Lump Sum Price: \$	300	(Nu	merals)

Three Hundred (Written)

7. SEEDING & MULCHING - Includes the complete grassing and mulching of all disturbed areas. Seed selection shall be a mix that is seasonally appropriate to germinate in a timely manner to establish cover.

#### <u>Total</u>

Lump Sum Price: \$_	3,000	(Numerals)
	Three Thousand	(Written)

8. BONDING AND WARRANTY – Cost to secure payment in accordance to St. Johns County and Processes and Standards

a. Payment and Performance	Bond: \$ 4,000 Four thousand	(Numerals) (Written)
b. Contractor's Warranty: \$	200 Two hundred	(Numerals) (Written)
<u>Total</u> 4,200 Lump Sum Price: \$		(Numerals)

**9.** ALTERNATE #1: PICKLEBALL COURT LIGHTING - Includes complete compliance with the electrical plans and lighting installation. The Contractor will be required to locate the source of power for the proposed lighting sources and produce conduit as needed. Standards and Specifications are highlighted in the Manufactures guidelines alone with a minimum distance and length of poles given with the USA Pickleball company.

(Written)

<u>Total</u>

Lump Sum Price: \$	50,000	(Numerals)
--------------------	--------	------------

Four thousand two hundred

Fifty Thousand (Written)

10. ALTERNATE #2: BASKETBALL COURT LIGHTING - Includes complete compliance with the electrical plans and lighting installation. The Contractor will be required to locate the source of power for the proposed lighting sources and produce conduit as needed. Standards and Specifications are highlighted in the Manufactures guidelines.

<u>Total</u>

Lump Sum Price: \$	54,200		(Numerals)	

Fifty-Four Thousand Two Hundred (Written)

PROJECT TOTAL

\$	372,900	(Numerals)
Three	Hundred Seventy-Two Thousand Nine Hundred	(Written)

# <u>GENERAL NOTES TO</u> <u>PROPOSAL FORM</u> <u>EXHIBIT A TO PART II. PROPOSAL FORM – (C) PRICING</u>

- 1. The Contractor shall submit a detailed construction schedule with the bid proposal that outlines time frames for major work items. This schedule will be used in bid evaluation.
- 2. The Contractor is required to perform all tests as required by St. Johns County and prior to project acceptance.
- 3. The Contractor is responsible for visually inspecting the entire site prior to submitting bids and notifying the Engineer of discrepancies, which may affect the construction and its cost.
- 4. The selected Contractor will be required to submit an itemized schedule of values outlining all work items that will be used for monthly pay requests.
- 5. Standard contract documents as provided by the Owner will be used for the Contract and General Conditions.
- 6. Stub out all utilities beyond pavement edge as needed to continue into next phase and not disturb pavement of previous phase.
- The Owner will provide the following survey stakeout work for the Contractor. All other necessary survey work must be provided by the Contractor.
   A. Project Benchmark
- 8. The Contractor shall be responsible for coordinating all work necessary with all utility subcontractor companies.
- 9. The Contractor shall be responsible for coordinating the work necessary to complete all final approvals and acceptances.
- 10. Contractor shall complete his work in a professional and workman like manner typical of his industry. There shall be no sections or parts missing. Further, the work shall be complete and able to function for its intended use. The work must be continuous.
- 11. All storm drainage must be maintained to each property owner during construction. If this does not occur, the Contractor will be responsible for any damage that may result.
- 12. Burning of clearing debris generated on this project area may be burned as allowed by the St. Johns County Fire Marshall.

- 13. The Contractor shall specify subcontractors to be used for major work items, i.e. water, reuse, paving.
- 14. Contractor shall secure and pay for all paving and drainage construction permits, building permits, right- of way construction permits, county permit, electrical permit, water and electrical meters (if applicable), installation fees, electrical inspection fees, if any required.

# RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT INFORMAL REQUEST FOR PROPOSAL FOR RIVERTOWN RIVERHOUSE PICKLEBALL COURT PROJECT

#### PART II. PROPOSAL FORM – (D) SCHEDULE

Contractor shall submit along with this Proposal a chart of its detailed project schedule. The chart shall use July 1, 2024, as the start date for the project and use calendar days for purposes of indicating the project's duration. The chart shall also include such milestones included at the Proposer's discretion; however, at the very least the chart shall identify dates for the issuance of the Notice to Proceed, the achievement of Substantial Completion and the application for Final Payment, as such events are defined in the Standard General Conditions of the Contract, respectively. In addition to the definitions in the Standard General Conditions of the Contract, Substantial Completion shall include the completion of pavement and a punch list from St. Johns County and application for Final Payment shall include receipt of St. Johns County Subdivision Acceptance Letter. Important milestones to be clearly denoted in the schedule include: St. Johns County Acceptance Schedule and System Acceptance Schedule. The number of days occurring between the issuance of the Notice to Proceed and the achievement of Substantial Completion is: One Hundred days (in words) 100 (in figures); application Final Payment the achievement of of is: One hundred fourteen days (in words) (in figures). 114

The Owner reserves the right to waive any informalities, or to reject any and all proposals.

#### AFFIDAVIT FOR INDIVIDUAL

STATE OF	FL.	)	
COUNTY OF	SJC	)	SS

#### Paul Hoffman

being duly sworn, deposes and says that the statements and answers to the preceding questions 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 constitute fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

(Proposer must also sign here) Paul Hoffman Holly

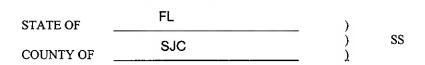
Sworn to before me by means of  $\Box$  physical presence or  $\Box$  online notarization this 2th day of June, 2024.

yan black Apr 06, 2027 Megor Bryc Notary Public / Expiration Date:

(SEAL)



### AFFIDAVIT FOR CORPORATION



#### Paul Hoffman

(title)	President		
of the	Hoffman Commercial Construction, LLC		,

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the preceding questions 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 Proposer to constitute good cause for rejecting Proposer's proposal.

(Officer must also sign here) Paul Hoffman CORPORATE SEAL

Sworn to before me by means of  $\mathbb{O}$  physical presence or  $\square$  online notarization this  $\underline{\mathcal{T}}_{\text{th}}^{\text{th}}$  day of  $\mathcal{T}_{\text{th}}^{\text{th}}$ , 2024.

Auch Apr 06, 2027 Notary Public / Expiration Date:

(SEAL)

GREGORY BRYAN UHRICH Notary Public. State of Florida Commission# HH 384010 My comm. expires Apr. 06, 2027

31

#### SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(N) <u>FLORIDA STATUTES</u>, ON PUBLIC ENTITY CRIMES

# THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <u>Florida Statutes</u>, 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 any agency or political subdivision of any other state or of 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 the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), <u>Florida Statutes</u>, means a finding of guilt or a conviction of a public entity crime, with or without an adjudications 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 a jury verdict, nonjury trial, or entry of a please of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), <u>Florida Statutes</u>, 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.
- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), <u>Florida Statutes</u>, 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.

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

- X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has 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 its officers, directors, executives, partners, shareholders, employees members or agents who are active in the 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.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members or agents who are active in the 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature) Paul Hoffman

STATE OF FLORIDA COUNTY OF ST. JOHNS

Sworn to (or affirmed) and subscribed before m notarization, this $2+1$ day of $5$	he by means of $\square$ physical presence or $\square$ online $-\infty$ , 2024, by $\square$ $\square$ $\square$ $\square$ $\square$ $\square$ online
GREGORY BRYAN UHRICH	(Official@Notary Signature & Seal) Name: Greasen Bassa Uhr.ch
Notary Public, State of Florida Commission# HH 384010 My comm. expires Apr. 06, 2027	Personally Known OR Produced Identification Type of Identification
and the second	Type of identification

#### RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT AFFIDAVIT OF NON-COLLUSION

### STATE OF FLORIDA COUNTY OF ST. JOHNS

I, <u>Paul Hoffman</u>, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is an officer or principal) in the firm of <u>Hoffman Commercial Construction</u>, LLC and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Signature by authori representative of Proposer

Paul Hoffman

#### STATE OF FLORIDA COUNTY OF ST. JOHNS

Sworn to (or affirmed) and subscribed before me by means of  $\heartsuit$  physical presence or  $\square$  online notarization, this  $\_\_\_\_\_$  day of  $\_\_\_\_\_\_$ , 2024, by  $\_\_\_$  Au  $\_$  Heffman.

ON A LE	GREGORY BRYAN UHRICH Notary Public, State of Florida Commission# HH 384010 My comm. expires Apr. 06, 2027	(Official Notary Signature & Seal) Iame: Gregon Byon Uprich
ALCONT OF THE OWNER	P	ersonally Known
	C	R Produced Identification
	Т	ype of Identification

#### SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES

# RIVERS EDGE CDD RIVERTOWN RIVERHOUSE PICKLEBALL COURTS ST. JOHNS COUNTY, FLORIDA

# THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1.	This sworn statement is submitted to	
	byPaul Hoffman - President	(print individual's name and title)
	for Hoffman Commercial Construction, LLC	(print name of entity submitting sworn statement)
	whose business address is 6919 Distribution Ave S. St	uite #5, Jacksonville, FL 32256

- 2. I understand that, subject to limited exemptions, section 287.135, Florida Statutes, declares a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company (a) is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (b) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria.
- 3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the Rivers Edge Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.
- 4. If awarded the Contract, the entity will immediately notify the Rivers Edge Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

STATE OF FLORIDA COUNTY OF ST. JOHNS

and t	401	11-
Signature by authorized repre-	sentative	of Proposer
Paul Hoffman	' V	

June	, 2024	before me by means of Ophy , by Paul Hoffman Hoffman Commercial C	sical presence or □ online notarization this <u>7</u> <sup>th</sup> day of, as <u>President</u> day of
ſ	Sun A an	GREGORY BRYAN UHRICH Notary Public, State of Florida	Greyn Byn Which Official Notary Signature) Name: Gregon BryAN Uhrich Personally Known
[Notary Seal]			OR Produced Identification

## TRENCH SAFETY ACT COMPLIANCE STATEMENT

#### INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the Project comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All Proposers are required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Project's Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

#### **CERTIFICATION**

- 1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
- 2. The estimated cost imposed by compliance with The Trench Safety Act will be: Dollars (Written) Ten

\$ 10 (Figures).

3. The amount listed above has been included within the Proposal.

Dated this	day of	, 2024.		
		Proposer: Faul Hoffman By: Paul Hoffman Title: <u>President</u>		

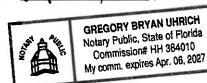
#### STATE OF FLORIDA COUNTY OF ST. JOHNS

Sworn to (or affirmed) and subscribed before me by means of  $\Box$  physical presence or  $\Box$  online notarization this <u>T</u> day of <u>Tune</u>, 2024, by <u>Ray</u> <u>Hoffman</u>, of the <u>man Commercial Construction</u> who is  $\Box$  personally known to me or  $\Box$  who has produced \_\_\_\_\_ as identification, and who did or did not take an oath.

Geigon Buyen Ukirch Signature of Notary Public taking acknowledgement

My Commission Expires: Apr.06,2027

(SEAL)



# TRENCH SAFETY ACT COMPLIANCE COST STATEMENT

#### INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that all Proposers submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

By executing this statement, proposer acknowledges that included in the various items of its Proposal and in the total Proposal price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Proposer further identifies the costs as follows:

	Type of Trench Safety Mechanism	Quantity	Unit Cost <sup>1</sup>	Item Total Cost
	N.A.			
		······································	Project Total	
	Dated this day of		_, 2024.	,
	Proposer:Hoffman Commercial Constr	uction, LLC		1 m
	110p0301.	-17	$\overline{r}$ $(]$	
		By:	ul He	1/0-
		Title: Paul Hoff	<u>man - Presiderit</u>	
	STATE OF FLORIDA		1.	
	COUNTY OF ST. JOHNS			
Hoffma	Sworn to (or affirmed) and subscribed notarization this $\underline{7}$ day of $\underline{7}$ day of $\underline{7}$ and $\underline{7}$ day of $\underline{7}$ day of $\underline{7}$ and $\underline{7}$ day of \underline{7} day of \underline{7} day of $\underline{7}$ day of \underline{7} da	before me by me , 2024, by <u>P</u> onally known to m did not take an oa	ans of <b>D</b> physical aul Hoffman ie or D who has pr th.	presence or $\Box$ online , of the oduced
		Guym Signature of No	- Buyan tary Public taking	<u>uhich</u> acknowledgement
	My Commission Expires: Apr 06, 20	27		
	Notary Public	RYAN UHRICH , State of Florida n# HH 384010 pires Apr. 06, 2027		

<sup>&</sup>lt;sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

#### **RIVERTOWN RIVERHOUSE PICKLEBALL COURTS**

## **PROPOSAL CLARIFICATIONS**

#### DATE: JUNE 10, 2024

#### **INCLUDED ITEMS AND CLARIFICATIONS**

- 1. Building Permit Fee only.
- 2. Includes 100 days to substantial completion. Timeline to start with the issuance of Noticed to Proceed and the issuance of permits by St Johns County. Whichever is later.
- 3. Electrical Lighting Clarifications for pickleball courts.
  - Assume the existing electrical panel is sufficient for the addition of one new 20amp 2pole breaker for new lights. We don't have any modifications to existing panels other then adding this breaker.
- 4. Electrical Lighting Clarification for basketball courts.
  - Electrical service to tie into the existing underground box in the playground.
  - Underground trenching, pipe and wiring run to service is an allowance of 150 feet distance.
  - We assume the playground feed we can use for power.
  - No upgrades to existing service and panels.

#### EXCLUDED ITEMS

1. Any impact fees, tree mitigation fees, meter fees or other government / Utility fees.

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

# **Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that Hoffman Commercial Construction, LLC as Principal, hereinafter called the Principal, and Old Republic Surety Company a corporation duly organized under the laws of the State of WI as Surety, hereinafter called the Surety, are held and bound unto Rivers Edge Community Development District as Obligee, hereinafter called the Obligee, in the sum of

**Five Percent of Bid Amount** 

Dollars(5%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

#### **Rivertown Pickleball Courts**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

{

Signed and Sealed this 3rd Day of June, 2024

(Witness)

Commercial Construction, LLC Hoffman (Seal) (Title)

**Old Republic Surety Company** 

Surety) (Seal) (Thile)

Benjamin Powell, Attorney in Fact

AIA DOCUMENT A310 . BID BOND . AIA . FEBRUARY 1970 ED . THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006



#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: FITZHUGH K. POWELL, JR, ROBERT T. THEUS, BENJAMIN KNOX POWELL of JACKSONVILLE, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

#### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attomeys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seai of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

SURE

SEAL

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this	9th	day of	May	2023	_, personally came before me,	Alan Pavlic	
and	Kar	en J Haffner		, to me kn	own to be the individuals and office	ers of the OLD REPUBLIC SURETY CO	OMPANY

who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



OLD REPUBLIC SURETY COMPANY

President

My Commission Expires: September 28, 2026

CERTIFICATE (Expiration of notary's commission does not invalidate this instrument) I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-2350



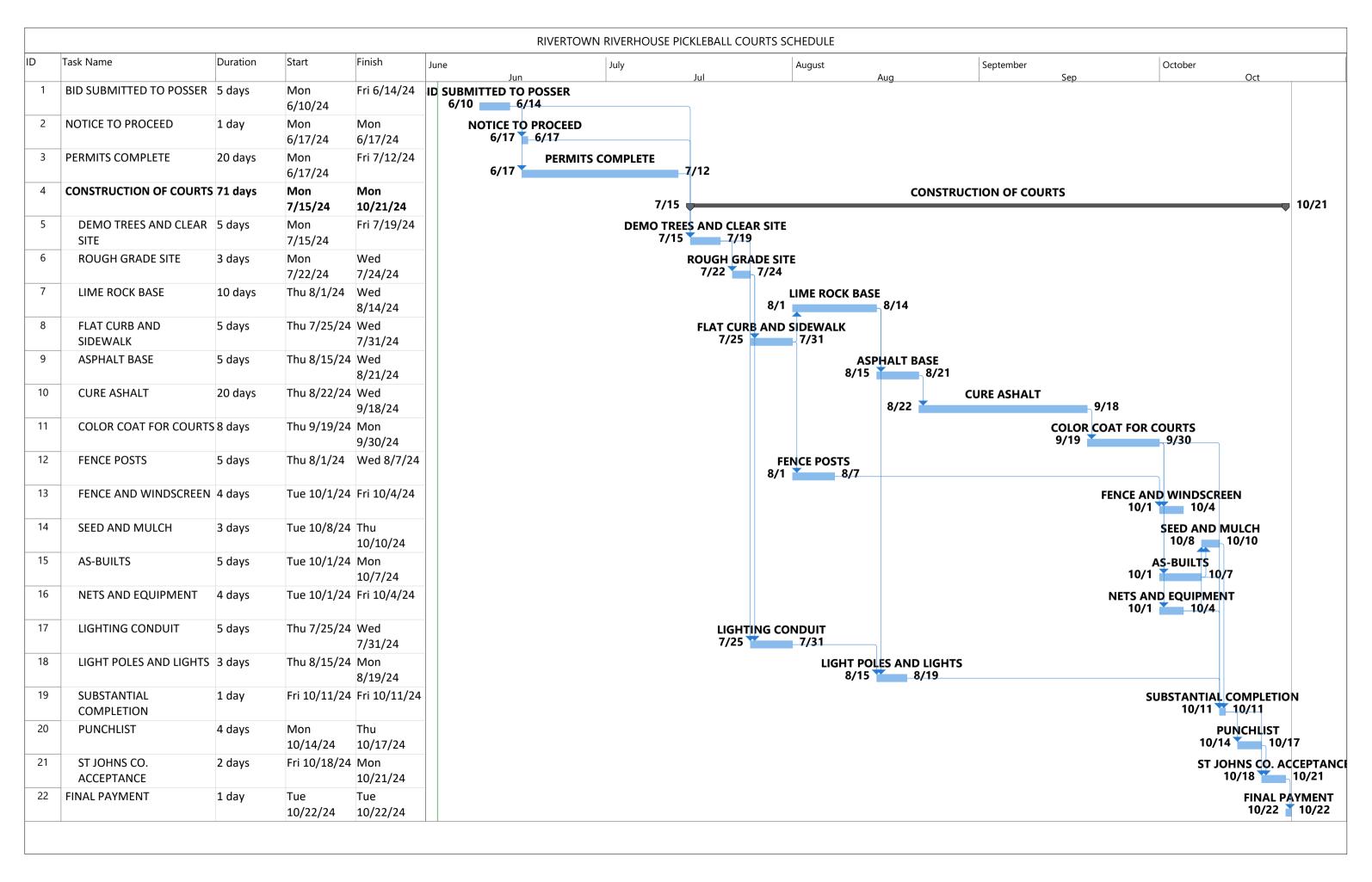
Signed and sealed at the City of Brookfield, WI this

3rd

ne		2024		
	<u> </u>	_	_	

ORSC 22262 (3-06)

CECIL W. POWELL & CO.









# ARBOR MILL SJC - COURTS

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#### OFFICIAL PROPOSAL FORM Rivertown riverhouse Pickleball Courts St. Johns County, FL

#### This Proposal has been prepared by:

Name:	Clayton Brogdon		
Company:	Brogdon Builders, LLC		
Address:	6919 Distribution Ave S Unit 4		
City:	Jacksonville	_ State: <u>FL</u>	Zip Code: <u>32256</u>
Telephone:	904-683-2301	Fax:	
FL License #:	CBC1261319		
Email:	clayton@brogdonbuilders.com		

The Proposer understands and agrees to all items & requirements listed in the Project Manual, dated May 7th, 2024, including all addenda issued during the bidding time, and is familiar with the project location and St. Johns County Permitting requirements. In accordance with the Request for Proposals for <u>Rivers Edge Community Development District</u> – <u>Pickleball Court Construction Project</u>, the undersigned proposes to provide all work necessary to install and construct the improvements specified herein as shown on plans dated April 19, 2024 prepared by Prosser, Inc. and in accordance with St. Johns County Standards.

#### **DOCUMENTS AND ADDENDA**

The Proposer submits that it has carefully examined the site and existing site conditions of the proposed Work, as well as the drawings and specifications. Also, Proposer has thoroughly reviewed the Request for Proposals, Instructions to Proposers, Evaluation Criteria, Standard Form of Agreement, Specifications and all other components of the Contract Documents and acknowledges that it has received the addenda listed below.

Addendum/RFI #_1	Received (date): 6-4-24
Addendum/RFI #	Received (date):

#### QUALIFICATIONS

By submitting this Proposal, the Proposer certifies that it satisfies the following qualifications (initial each):

(1) Proposer is able to furnish a payment and performance bond in the full amount of the Project to

the District;

(2) Proposer is authorized to do business in Florida; and (3) Proposer holds all necessary certifications or licenses required to perform work in St. Johns County and is a licensed contractor in the State of Florida.

#### TOTAL PRICING

Proposer understands that the District may award a contract for all of the Work or any component thereof, to modify the Work, and to complete the work in phases in its discretion. Proposer also understands that pricing shall be based on the unit pricing submitted as part of this Proposal. With that understanding, the Proposer represents that it can complete the base-bid Project for the total lump-sum price of: \$ 261,408.00

List prices for any bid alternates: #1_	\$43,120
42	\$ 37,520

Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor. The Compensation provided for herein shall include all allowances to cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts; Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts; and there shall be no adjustments to allowances if the increase is due to claimed (or proved) escalations in the cost of materials, labor, consultants, equipment rental costs, utilities, or gasoline. The pricing and compensation herein included is a firm lump sum price for the completed Project and this forms a material part of the Agreement.

The undersigned Proposer, having a thorough understanding of the Work required by the Contract Documents, the site and conditions where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work, and having knowledge of the expense and difficulties attending performance of the Work, and having fully inspected the site in all particulars, hereby proposes and agrees, if this Proposal is accepted, to enter into the Construction Contract with the Owner to fully perform all Work in strict compliance with the Contract Documents, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Project and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation facilities, labor, superintendence and services required to perform the Work; and bonds, insurance, submittals; and all fees including without limitation permits, timber taxes, inspection fees, maintenance bonds, as-builts and plats as needed for dedication, etc., as indicated or specified in the Contract Documents to be performed or furnished by Proposer for the prices as indicated in the Proposal Summary.

#### TIME

Proposer is available to begin the work described in this Project Manual starting July / August, 2024.

Proposer submits that it can reach Substantial Completion of the work described in this Project Manual within <u>nnety</u> (90) days of the issuance of a Notice to Proceed.

Proposer submits that it can reach Final Completion of the work described in this Project Manual within <u>One hundred twenty</u> (120) days of the issuance of a Notice to Proceed.

The undersigned Proposer agrees to commence work within seven (7) days after the date of a written Notice to Proceed. The undersigned Proposer agrees that this Proposal shall be valid for a period of thirty (30) days from the date proposals are due. Proposer hereby acknowledges that any work provided and any cost incurred by Proposer prior to receiving both the Notice of Award and the Notice to Proceed will be at Proposer's risk unless specifically agreed to in writing by the District.

CLANTON BEOGDON (Print Name of Signatory)

This 7th day of Jul, 2024.

(Corporate Seal)

Sworn to before me by means of  $\square$  physical presence or  $\square$  online notarization this day of  $\_$   $\_$   $\_$   $\_$   $\_$  2024.

(Notary Seal)

Public Expiration Date



KELLY VAUGHN Commission # HH 346597 Expires January 5, 2027

#### RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT Informal Request For Proposal For Rivertown Riverhouse Pickleball Courts

#### PART II. PROPOSAL FORM - (B) ORGANZATIONAL INFORMATION OF PROPOSER

ATE SUBMITTED: Proposer		 	// A Individual // A Partnership /X/ A Limited Liability Company / / A Corporation
			// A Subsidiary Corporation
Proposer's Pare	ent Company Name (if applica	ble)	
Proposer's Pare	ent Company Address (if appli	cable)	
Street Address	6919 Distribution Ave S Unit	4	
P.O. Box (if an	y)		
City Jacksonvil	le	State FL	Zip Code <u>32256</u>
Telephone 90	4-683-2301	Fax No	-
1 <sup>st</sup> Contact Nan	ne Clayton Brogdon		Manager
2 <sup>nd</sup> Contact Nar	ne	Title	
Proposer Comp	any Address (if different)		
Street Address			
P.O. Box (if any	/)		
City		State	Zip Code
Telephone		Fax No	
1st Contact Nam	e	Title	· · · · · · · · · · · · · · · · · · ·
2 <sup>nd</sup> Contact Nan	ne	Title	
List the location	of Proposer's office that wou	ld perform Rivers Edge C	ommunity Development District work.
Street Address 6	919 Distribution Ave S Unit	4	
P.O. Box (if any	)		
			Zip Code <u>32256</u>
	a construction of the second sec	A LOW CONTRACTOR	

end C	Contact NameTitle	
s th	act NameTitle oposer incorporated in the State of Florida? Yes 🏑 No (_) Tyes, provide the following: the Company in good standing with the Florida Department of State, Division of Corporations? Yes (X Too, please explain	
.1	If yes, provide the following:	
	Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes (X	
Is the Company in good standing with the Florida Department of State, Division of Corporations If no, please explain		
	Date Incorporated 2015Charter No	
6.2	If no, provide the following:	
	The state in which the Proposer company is incorporated	
	Is the company in good standing with the state? Yes () No ()	
	If no, please explain	
	Date incorporatedCharter No	
s the	e Proposer company a registered or licensed contractor with the State of Florida? Yes (X) No ()	
7.1	If yes, provide the following:	
	Type of registration (i.e. certified general contractor, certified electrical contractor, etc.)	
	Certified Building Contractor	
	License No. CBC1261319 Expiration Date 8-31-2026	
	Qualifying Individual Clayton Brogdon   Title Manager	
2nd Contact Name	List company(ies) currently qualified under this license Brogdon Builders, LLC	
.2	Is the Proposer company a registered or licensed Contractor with St. Johns County? Yes (X_) No (_)	
.3	Has the Proposer company performed work for a community development district previously? Yes () No (X_)	
6.2 I T I: I: I: I: I: I: I: I: I: I:		

8. Name of Proposer's Bonding Company Florida Surety Bonds

Address 620 N Wymore Rd Ste 200 Maitland, FL 32751

Approved Bonding Capacities:

Expiration Date

Aggregate Limit Single Project Limit Total Current Contracts Bonded

\$ \$0

9. What are the Proposers' company's current insurance limits? (Please also attach a copy of your current insurance certificate) General Liability \$1 million/2 million Automobile Liability \$1 million Workers Compensation \$1 million

exp varies - see certificates 10. Has the Proposer company been cited by OSHA for any job site or company office/ shop safety violations in the past two years? Yes () No (X)

If yes, please describe each violation fine, and resolution

What is the Proposer's current worker compensation rating?

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two (2) years? Yes () No (X)

If yes, please describe the incident:

Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding 11. or contracting on any state, local, or federal-aid contracts in any state(s)? Yes () No (X)

If so, state the name(s) of the company(ies)

The state(s) where barred or suspended \_\_\_\_\_\_

State the period(s) of debarment or suspension

Has the organization or any of its affiliates ever been either disqualified or denied prequalification status by a 12. governmental entity? Yes ( ) No (X )

If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

13. Within the past five (5) years, has organization failed to complete a project within the scheduled contract time? Yes () No (X)

If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof.

15. Please attach at least three (3) references from projects of a similar size and scope.

[Remainder of Page Left Intentionally Blank]

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Rivers Edge Community Development District or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or necessary to determine whether the Rivers Edge Community Development District should qualify the Proposer for providing a Proposal for its construction projects, including such matters as the Proposer's ability, standing integrity, quality of performance, efficiency and general reputation.

By: AND

Clayton Brogdon Manager (Type Name and Title of Person Signing)

This day of JUNG 2024.

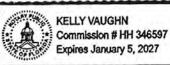
(Corporate Seal)

Sworn to by means of  $\square$  physical presence or  $\square$  online notarization before me this  $\_$  day of 2024.

127

(Seal)

Notary Public/Expiration Date



#### COMPANY OWNED MAJOR EQUIPMENT (Attach additional sheets if necessary)

Company Name Brogdon Builders, LLC

Date 6-7-24

and a series			No. LOCA	
QUANTITY	DESCRIPTION	CAPACITY	FLORIDA	OTHER
	N/A			
	-			
		4		
		-		
			2	
		1		

#### RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT Informal Request For Proposal For Rivertown Riverhouse Pickleball Court Project

#### PART II. PROPOSAL FORM - (C) PRICING

#### SECTION 1. PRICING.

Furnish and install all material, equipment and labor for the work complete and acceptable for construction of all infrastructure and appurtenances as outlined in the Proposal Form attached as Exhibit A (to be prepared and completed by Proposer) for the total lumps sum of:

two hundred sitty (	one thousand tou	r hundred light
5	dollars	(In Words).
\$ 261, 408.00	(In Figures).	

Note: This lump sum amount must match the extended total price on the Proposer-provided Proposal Form attached as **Exhibit A** which shall provide detailed quantities, associated unit costs, and line item costs (extended to provide for total cost). In addition to providing a hard copy of this Bid Form, **this information must be submitted electronically by the Proposer in Excel format**. Please be advised the selected Contractor will be responsible for construction stakeout and the retention of a surveyor to perform such work; accordingly, a corresponding line item must be included in all submitted Proposals.

The undersigned proposes to construct all work, or portion thereof, necessary to construct four pickleball courts as shown on plans prepared by Prosser Prime AE., and A & J Land Surveyors. Geotechnical Reports and in accordance with St. Johns County, and the St. Johns River Water Management District permits.

All proposals shall include coordination of construction with others.

All applicable federal and State of Florida taxes are included.

The offer in this Proposal Form shall be open to acceptance and is irrevocable for thirty (30) days from the proposal opening date.

If this proposal is accepted by the District within the time period stated above, we will:

- 1. Execute the Contract within seven days of receipt of Notice of Award, unless such time period is otherwise extended by the District.
- 2. Furnish the required bonds within seven days of receipt of Notice of Award.
- 3. Commence work within five days after written Notice to Proceed of this proposal.

In addition to completing the Proposal Form attached hereto as **Exhibit A**, Proposer shall create and provide with its proposal an itemized Schedule of Values for each numbered item set forth on the attached Proposal Form. The Schedule of Values shall outline all work items that will be used for monthly pay requests and the amounts thereon will be used for negotiating change orders. The undersigned has visited the site, examined the plans, specifications and any addenda thereto, is acquainted with and fully understands the character and extent of the Scope of Work covered by this Proposal; and the specific requirements of St. Johns County, and all other regulatory agencies. The undersigned has carefully checked this Proposal after it was prepared and has verified all items, quantities, unit costs, and values and agrees to indemnify and save harmless the Owner against any cost, damage or expense which may be incurred or caused by any error in the preparation of same.

This proposal made by and on behalf of:

Propose	r Signature: Muxbrugh	Date:	6-7-24
Address	: <u>6919 Distribution Ave S Unit 4 Jacksonvill</u>	le, FL 32256	
Ву:	MANAGER		

Print Name: Clayton Brogdon

#### RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT Informal Request For Proposal For Rivertown Riverhouse Pickleball Courts

#### PART II. PROPOSAL FORM - (C) PRICING

#### Item No. & Description TOTAL 30,920 1. MOBILIZATION AND SITE PREPARATION S 2,240 \$ 2. EROSION AND SEDIMENT CONTROL 1,680 3. STORM WATER POLLUTION PREVENTION 5,000 \$ 4. CLEARING 188,048 \$ 5. PICKLEBALL COURTS 1,000 6. TESTING ALLOWANCE \$ 19,000 \$ 7. SEEDING & MULCHING \$ 12,320 8. BONDING/WARRANTY \$ 43,120 9. ALTERNATE #1: PICKLEBALL COURT LIGHTING 37,520 \$ 10. ALTERNATE #2: BASKETBALL COURT LIGHTING

**Project Total** 

\$ 342,048

 MOBILIZATION AND SITE PREPARATION - Includes the preparatory work and operations in mobilizing to begin the work and demobilizing upon completion of work on the project. Work will include any site preparation necessary for construction. This item will be paid for on a percentage of total construction complete basis.

Total

Lump Sum Price: \$ 30,920 (Numerals) thirty thousand nine hundred tuenty Written)

2. EROSION AND SEDIMENT CONTROL - Includes all measures that are required to comply with the State of Florida water quality standards. This includes, but is not limited to silt screens, sodding, or other such measures that shall prevent the discharge of turbid waters from the site and minimize erosion of all graded areas. This item includes all measures necessary to meet agency quality standards and requirements. Testing results will be provided to the Owner on a regular basis or when requested. The site will be inspected on a regular basis by the Owner's Representative and will produce a weekly report with actions items indicating deficiencies. All Deficiencies must be repaired in seven days or less, or the contractor must provide in writing why the deficiencies cannot be addressed with in the seven-day limit. Failure to correct a deficiency in the first seven days will result in a written warning. If the deficiency is not corrected after fourteen days the Owners Representative will make the repair and the Contractor will be back charged for the cost of the repair and a \$500.00 fine for each line item not addressed. Upon final acceptance of the site from St. Johns County & SJRWMD. The contractor shall remove sediment control measures once the grassing and 70% stabilization is established.

Total

Lump Sum Price: \$ 2,240 (Numerals) two thois and two hundred forty (Written)

3. STORM WATER POLLUTION PREVENTION PLAN - Notice of Intent (NOI) to be filed by the contractor. The contractor shall adhere to all Federal rules and regulations regarding the National Pollutant Discharge Elimination System (NPDES) for construction and ground water discharge. The Storm Water Pollution Prevention Plan (SWPPP) included in these plans shall establish the minimum requirements allowed. The contractor shall implement additional measures, as required, to ensure compliance with the NPDES requirements. This item does include erosion controls item shown on the erosion and turbidity control plans or erosion and turbidity controls required by St. Johns County, or the St. Johns River Water Management District. Contractor shall provide specifications and shop drawings on all material to be used as part of the SWPPP.

Total

Lump Sum Price:	\$	1,080	5		_(Numerals)
	مملا	mourand	Sixhinded	é.shty doilars	_(Written)

4. CLEARING - Includes complete clearing and grubbing and burning (if allowed) or removal offsite of all brush, roots, and all other debris in accordance with the City of St. Johns Standards and Specifications in the roadway rights-of-way. Special care shall be taken to ensure preservation of all natural vegetative areas indicated on the plans, existing mailboxes, and existing edge of pavement.

Total

5. PICKLEBALL COURTS - Includes construction of pickleball courts in accordance with the USA Pickleball regulations. Courts must maintain an asphalt or concrete base along with resurfacing, coating, and sealing surface to ensure no cracking nor damage is sustained on the courts. Special care shall be taken to ensure netting and fencing will not inflict with the area or play or exceed the proposed edge of pavement.

#### Total

6. TESTING ALLOWANCE - Although the requirement for testing is stated in other bid items, the cost for all testing associated with the construction of the proposed development Infrastructure is to be included in the Contractors Contract within this allowance. This includes, but is not limited to, all LBR tests, compaction tests, asphalt coring, pressure tests, etc. Please provide an allowance for this item, but all reimbursements for this item will be made to the Contractor based upon the actual testing company invoices. The testing allowance shall be Lump Sum Bid – Price Not to Exceed. Any additional cost for testing requirements beyond this amount will be at the cost of the Contractor. The Owner must approve the Contractors testing company.

#### Total

Lump Sum Price: \$_		1,000		_(Numerals)
	one	mousand	gailar	(Written)

 SEEDING & MULCHING - Includes the complete grassing and mulching of all disturbed areas. Seed selection shall be a mix that is seasonally appropriate to germinate in a timely manner to establish cover.

#### Total

Lump Sum Price:	\$19	000,	(Numerals)
	nineteen	mousand	Six mud Lowritten)
			26/1

8. BONDING AND WARRANTY – Cost to secure payment in accordance to St. Johns County and Processes and Standards

#### Total

Lump Sum Price: \$ 201, 408 (Numerals) two hundred eight dollars (Written)

**9.** ALTERNATE #1: PICKLEBALL COURT LIGHTING - Includes complete compliance with the electrical plans and lighting installation. The Contractor will be required to locate the source of power for the proposed lighting sources and produce conduit as needed. Standards and Specifications are highlighted in the Manufactures guidelines alone with a minimum distance and length of poles given with the USA Pickleball company.

#### <u>Total</u>

Lump Sum Price: § <u>43,120</u> (Numerals) Forty tree thousand one hindred (Written) twenty doilas

10. ALTERNATE #2: BASKETBALL COURT LIGHTING - Includes complete compliance with the electrical plans and lighting installation. The Contractor will be required to locate the source of power for the proposed lighting sources and produce conduit as needed. Standards and Specifications are highlighted in the Manufactures guidelines.

#### **Total**

#### **PROJECT TOTAL**

## <u>GENERAL NOTES TO</u> <u>PROPOSAL FORM</u> <u>EXHIBIT A TO PART II. PROPOSAL FORM – (C) PRICING</u>

- 1. The Contractor shall submit a detailed construction schedule with the bid proposal that outlines time frames for major work items. This schedule will be used in bid evaluation.
- The Contractor is required to perform all tests as required by St. Johns County and prior to project acceptance.
- The Contractor is responsible for visually inspecting the entire site prior to submitting bids and notifying the Engineer of discrepancies, which may affect the construction and its cost.
- 4. The selected Contractor will be required to submit an itemized schedule of values outlining all work items that will be used for monthly pay requests.
- Standard contract documents as provided by the Owner will be used for the Contract and General Conditions.
- Stub out all utilities beyond pavement edge as needed to continue into next phase and not disturb pavement of previous phase.
- The Owner will provide the following survey stakeout work for the Contractor. All other necessary survey work must be provided by the Contractor.
   A. Project Benchmark
- 8. The Contractor shall be responsible for coordinating all work necessary with all utility subcontractor companies.
- The Contractor shall be responsible for coordinating the work necessary to complete all final approvals and acceptances.
- 10. Contractor shall complete his work in a professional and workman like manner typical of his industry. There shall be no sections or parts missing. Further, the work shall be complete and able to function for its intended use. The work must be continuous.
- 11. All storm drainage must be maintained to each property owner during construction. If this does not occur, the Contractor will be responsible for any damage that may result.
- 12. Burning of clearing debris generated on this project area may be burned as allowed by the St. Johns County Fire Marshall.

- 13. The Contractor shall specify subcontractors to be used for major work items, i.e. water, reuse, paving.
- 14. Contractor shall secure and pay for all paving and drainage construction permits, building permits, right- of way construction permits, county permit, electrical permit, water and electrical meters (if applicable), installation fees, electrical inspection fees, if any required.

#### RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT Informal Request For Proposal For Rivertown Riverhouse Pickleball Court Project

#### PART II. PROPOSAL FORM – (D) SCHEDULE

Contractor shall submit along with this Proposal a chart of its detailed project schedule. The chart shall use July 1, 2024, as the start date for the project and use calendar days for purposes of indicating the project's duration. The chart shall also include such milestones included at the Proposer's discretion; however, at the very least the chart shall identify dates for the issuance of the Notice to Proceed, the achievement of Substantial Completion and the application for Final Payment, as such events are defined in the Standard General Conditions of the Contract, respectively. In addition to the definitions in the Standard General Conditions of the Contract, Substantial Completion shall include the completion of payement and a punch list from St. Johns County and application for Final Payment shall include receipt of St. Johns County Subdivision Acceptance Letter. Important milestones to be clearly denoted in the schedule include: St. Johns County Acceptance Schedule and System Acceptance Schedule. The number of days occurring between the issuance of the Notice to Proceed and the achievement of Substantial Completion is: 90 ninet (in words) (in figures); application achievement of the of Final Payment is: one hundred twent 120 (in words) (in figures). The Owner reserves the right to waive any informalities, or to reject any and all proposals.

#### AFFIDAVIT FOR INDIVIDUAL

 STATE OF
 Florida
 )

 COUNTY OF
 Duval
 )

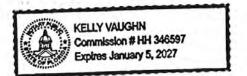
<u>Clayton Brogdon</u>, being duly sworn, deposes and says that the statements and answers to the preceding questions are correct and true as of this date; and that he/ she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitute fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

(Proposer must also sign here)

Sworm to before me by means of  $\mathfrak{G}$  physical presence or  $\Box$  online notarization this  $\underbrace{\not}$  day of  $\underbrace{, 2024}$ .

Notary Public Expiration Date:

(SEAL)



#### **AFFIDAVIT FOR CORPORATION**

 STATE OF
 Florida
 )

 COUNTY OF
 Duval
 )

**Clayton Brogdon** 

(title) Manager

of the Brogdon Builders, LLC

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the preceding questions 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 Proposer to constitute good cause for rejecting Proposer's proposal.

(Officer must also sign/here)

CORPORATE SEAL

Sworm to before me by means of  $\square$  physical presence or  $\square$  online notarization this  $\xrightarrow{\longrightarrow}$  day of  $\xrightarrow{\longrightarrow}$ , 2024.

Expiration Date: Notary Public /

(SEAL)

	ANT NO.
AUGHN	A 2
ion # HH 346597	這篇問
anuary 5, 2027	1000
AUGHN skon # HH, 346597 January 5, 2027	Col not

#### SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(N) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

# THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

by	Clayton Brog		
	(print individ	lual's name and title)	
for Brogdon I	Builders, LLC		
	(maint mana a	n	
	(print name o	of entity submitting sworn statement)	
whose busine		of entity submitting sworn statement)	
whose busine	ss address is	on Ave S Unit 4 Jacksonville, FL 322	56
whose busine	ss address is		56

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <u>Florida Statutes</u>, 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 any agency or political subdivision of any other state or of 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, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), <u>Florida Statutes</u>, means a finding of guilt or a conviction of a public entity crime, with or without an adjudications 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 a jury verdict, nonjury trial, or entry of a please of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 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.
- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), <u>Florida Statutes</u>, 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.

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

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has 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 its officers, directors, executives, partners, shareholders, employees members or agents who are active in the 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.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members or agents who are active in the 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF FLORIDA COUNTY OF ST. JOHNS

Sworn to (or affirmed) and subscribed before me by means of the physical presence or the online day of the day of the clarks by Clarks Roads

xeest (Official Notary Signature & Seal) 211131 hr Name: 0 11

Personally Known

OR Produced Identification X 2023-119-89-377-0 Type of Identification Florida DL

KELLY VAUGHN Commission # HH 346597 Expires January 5, 2027

#### RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT AFFIDAVIT OF NON-COLLUSION

#### STATE OF FLORIDA COUNTY OF ST. JOHNS

I, <u>Clayton Brogdon</u>, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is an officer or principal) in the firm of <u>Brogdon Builders, LLC</u> and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated this 7 day of Une, 2024.

Signature by authorized representative of Proposer

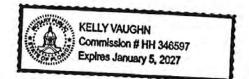
STATE OF FLORIDA COUNTY OF ST. JOHNS

Sworn to (or affirmed) and subscribed before me by means of (f) physical presence or  $\Box$  online notarization, this <u>day</u> of <u>day</u> of <u>2000</u>, 2024, by

appen

(Official Notary, Signature & Seal) NI Just Le!

Name: <u>Kelly Vaughn</u> Personally Known OR Produced Identification <u>Kb03-119-89-377-0</u> Type of Identification <u>FLOL</u>



#### SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES

#### RIVERS EDGE CDD RIVERTOWN RIVERHOUSE PICKLEBALL COURTS ST. JOHNS COUNTY, FLORIDA

## THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

÷	This sworr	statement is submitted to _	R	ivers Edge CDD
	by	Clayton Brogdon	Manager	(print individual's name and title)
	for Brogde	on Builders, LLC		(print name of entity submitting sworn statement)
	whose bus	iness address is	6919 Dist	ribution Ave S Unit 4 Jacksonville, FL 32256

- 2. I understand that, subject to limited exemptions, section 287.135, *Florida Statutes*, declares a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company (a) is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; (b) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to section 215.473, *Florida Statutes*; or (c) is engaged in business operations in Cuba or Syria.
- 3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the Rivers Edge Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.
- 4. If awarded the Contract, the entity will immediately notify the Rivers Edge Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

Signature by authorized representative of Proposer

STATE OF FLORIDA COUNTY OF ST. JOHNS

1

[title/official capacity] of Bogdon	BUIDES [entity].
	(Official Notary Signature)
	Name: Lelly Duugh
[Notary Seal]	Personally Known OR Produced Identification <u>× 76, 33-19-89-377-0</u> Type of Identification <u>FL 02</u>
KELLY VAUGHN Commission # HH 346597 Expires January 5, 2027	

#### TRENCH SAFETY ACT COMPLIANCE STATEMENT

#### **INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the Project comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All Proposers are required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Project's Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

#### CERTIFICATION

- I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
- 2. The estimated cost imposed by compliance with The Trench Safety Act will be: Dollars (Written)

(Figures).

3. The amount listed above has been included within the Proposal.

Dated this Am day of JML , 2024.

Proposer: By:

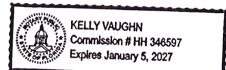
#### STATE OF FLORIDA COUNTY OF ST. JOHNS

Sworn to (or affirmed) and subscribed before me by means of  $\square$  physical presence or  $\square$  online notarization this  $\underline{P}$  day of  $\underline{N}$ , 2024, by  $\underline{C}$  and  $\underline{B}$  day of  $\underline{C}$  of the  $\underline{B}$  day of  $\underline{C}$  as identification, and who  $\square$  did or  $\square$  did not take an oath.

Signature of Notary Public taking acknowledgement

My Commission Expires: \_

(SEAL)



#### TRENCH SAFETY ACT COMPLIANCE COST STATEMENT

#### INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that all Proposers submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

By executing this statement, proposer acknowledges that included in the various items of its Proposal and in the total Proposal price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Proposer further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost <sup>1</sup>	Item Total Cost
NA			
			d
		Project Total	(f)

Dated this 7m day of June ,2024. Clayton Brogdon / Brogdon Builders Proposer: By: <u>Clayton Brogdon</u> Title: <u>manage</u>

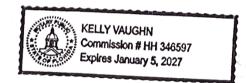
#### STATE OF FLORIDA COUNTY OF ST. JOHNS

Sworn to (or affirmed) and subscribed before me by means of Deriver's resence or  $\Box$  online notarization this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2024, by \_\_\_\_\_\_ Clarkov Brockov of the \_\_\_\_\_\_ by \_\_\_\_\_ Clarkov Brockov of the \_\_\_\_\_\_ who is  $\Box$  personally known to me or  $\Box$  who has produced \_\_\_\_\_\_ F2\_O2\_

Signature of Notary Public taking acknowledgement

My Commission Expires:

(SEAL)



<sup>&</sup>lt;sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

(Seal)

#### Bid Bond

CONTRACTOR:	SURETY:	
(Name, legal status and address)	(Name, legal status and principal place of busines.	5)
BROGDON BUILDERS, LLC	The Gray Casualty & Surety Company	
6919 DISTRIBUTION AVE S, UNIT 4	P.O. Box 6202	Th
JACKSONVILLE, FL 32256	Metairie, LA 70009-6202	cos
OWNER:		an
(Name, legal status and address) Rivers Edge Community Devel 13901 Sutton Park Drive South		mc An Co
Jacksonville, FL 32224		oth
BOND AMOUNT:		olu

5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any) RIVERTOWN RIVERHOUSE PICKLEBALL COURTS, St. Johns County, FL Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

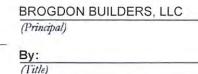
Signed and sealed	this
-------------------	------

10th

day of June, 2024

(Witness)

Sophia Goleck



The Gray Casualty & Surety Company (Surety) By: (Title) Jeffrey W. Reich, Attorney-in-Fact & FL Licensed Resident Agent

Inquiries: 407-786-7770



By arrangement with the American Institute of Architects, the National Association of Surety Bond-Producers (NASBP) (<u>www.nasbp.org</u>) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

#### THE GRAY INSURANCE COMPANY THE GRAY CASUALTY & SURETY COMPANY

#### **GENERAL POWER OF ATTORNEY**

Bond Number: Bid Bond

Principal: BROGDON BUILDERS, LLC

**Obligee:** Rivers Edge Community Development District

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Jeffrey W. Reich

on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of

\$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WTINESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28<sup>th</sup> day of October, 2021.



Michael T. Gray President The Gray Insurance Company

Cullen S. Piske President The Gray Casualty & Surety Company



State of Louisiana

ss: Parish of Jefferson

On this 28<sup>th</sup> day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican Notary Public Notary ID No. 92653 Orleans Partsh, Louisiana

igh Arme Henican

Leigh Anne Henican Notary Public, Parish of Orleans State of Louisiana My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 10th day of June , 2024 .

h Mangano

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 10th day of June , 2024

eigh Aume Henican



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PRC	DUCE	ER		-				CONTA NAME:	CT				
Zel	en R	Risk Solutions	, In	с.				PHONE	o, Ext):(904) 2	62-8080	FAX (A/C. No	o):	
796	4 De	evoe Street						È-MÁIL ADDRE	viola	zelenrisk.co			
Jac	kso	nville FL 3222	20						INS	SURER(S) AFFOR	NDING COVERAGE		NAIC #
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											MED EXP (Any one person)	\$	
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## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 06/05/2024

C B	ERT ELO	CERTIFICATE IS ISSUED AS A MA IFICATE DOES NOT AFFIRMATIVE W. THIS CERTIFICATE OF INSUR ESENTATIVE OR PRODUCER, AN	LY O ANCE	r ne E doe	GATIVELY AMEND, EXTER ES NOT CONSTITUTE A CO	ND OR	ALTER THE C	OVERAGE A	FFORDED BY THE POL	R. THIS	03/2024
lf	SUE	RTANT: If the certificate holder is BROGATION IS WAIVED, subject to ertificate does not confer rights to	the	terms	and conditions of the po	licy, ce	rtain policies				
	DUCE					CONTA NAME:		awkins			
Poi	nteNo	orth Insurance Group, LLC				PHONE	(770) 0	58-7540	FAX (A/C, No):	(770) 8	58-7545
		724728				(A/C, No E-MAIL ADDRE	odowkina	@valdostainsu		( )	
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Atla	inta				GA 31139	INSURE	Cincinno	ti Specialty			13037
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						INSURER E :					
		Jacksonville			FL 32256	INSURE					
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		Jacksonville			FL 32256			With	- H Deala		

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1       2       3       ▲       5	Mode Mode	Pickleball Court         Sitework         Staking         Silt Fence	90 days           17 days           1 day           1 day	Mon 7/1/24 Mon 7/1/24 Mon 7/1/24 Tue 7/2/24	<b>Tue 7/23/24</b> Mon 7/1/24		29 2 5 8 11141720232629 1 4 7 1013161922252831 3 6 9 12151821242730 3 6 9 12151821
3 <b>11</b> 4 5	-,	Staking Silt Fence	1 day	Mon 7/1/24	Mon 7/1/24		
5		Silt Fence					
5			1 day	Tue 7/2/24	T 7/2/2 :		
	-,				Tue 7/2/24	3	
;		Sitework Mobilization	1 day	Wed 7/3/24	Wed 7/3/24	4	
	-,	Sitework	14 days	Thu 7/4/24	Tue 7/23/24	5	
7		Courtwork	67 days	Wed 7/24/24	Thu 10/24/24		
8	-,	Pickleball Mobilization	3 days	Wed 7/24/24	Fri 7/26/24	6	
9		Subgrade Verification and La	iyc3 days	Mon 7/29/24	Wed 7/31/24	8	
10		Limerock Imports	4 days	Thu 8/1/24	Tue 8/6/24	9	
11		Fine Grading	3 days	Wed 8/7/24	Fri 8/9/24	10	
12	-,	Paving Activities	4 days	Mon 8/12/24	Thu 8/15/24	11	
13	-,	Cure Time	30 days	Fri 8/16/24	Thu 9/26/24	12	
14	-,	Net Post Sleeves	1 day	Fri 8/16/24	Fri 8/16/24	12	
15	-,	Fence	1 wk	Fri 8/16/24	Thu 8/22/24	12	
16		Coating Activities	4 wks	Fri 9/27/24	Thu 10/24/24	13	
17	-,	Sod	6 days	Fri 10/25/24	Fri 11/1/24		
18 📅		Lay Sod	6 days	Fri 10/25/24	Fri 11/1/24	16	

Brogdon Builders, LLC 6919 Distribution Ave S Unit 4 Jacksonville, FL 32256 (904) 683-2301



#### 2024 REFERENCES

Tony Stimac/Clay County Board of Commissioners 415 Lemon Street Green Cove Springs, FL 32043 <u>anthony.stimac@claycountygov.com</u> 904-541-5885 Augusta Savage Community Center Pickleball Courts including site work, drainage, and six pickleball courts

James Teagle/DR Horton, Inc 490 Rio San Juan Rd St Augustine, FL 32084 (904) 268-2845 x4623 jeteagle@drhorton.com Entrada Phase II Amenity Center featuring clubhouse, four pickleball courts, regulation basketball court, and lap pool

#### JR Keen / FL Dept of Environmental Protection

2601 Atlantic Ave Fernandina Beach, FL 32034 <u>Uyles.keen@dep.state.fl.us</u> 352-339-5101 Demo of two existing buildings in Ft Clinch Park



#### SUBCONTRACTOR LIST

CONCRETE SPECIALIST, INC 4421 INDUSTRIAL PARK RD GREEN COVE SPRINGS, F 32043 (904) 284-0024

ALL SERVICE ELECTRIC 1556 WHITLOCK AVE JACKSONVILLE, FL 32211 (904) 446-9440

NIDY SPORTS CONSTRUCTION 751 GENERAL HUTCHISON PARKWAY LONGWOOD, FL 32750 (407) 330-9466

TREECO PO BOX 3247 ST AUGUSTINE, FL 32085 (904) 810-1033

#### OFFICIAL PROPOSAL FORM RIVERTOWN RIVERHOUSE PICKLEBALL COURTS ST. JOHNS COUNTY, FL (Attach as coversheet to detailed bid)

#### This Proposal has been prepared by:

Name:	Heather Mcmandon
Company:	El Faro Group LLC dba Court Surfaces
Address:	1528 Virgils Way Unit # 6
City:	Green Cove Springs State: Fl. Zip Code: 32043
Telephone:	<u>904-268-0888</u> Fax: <u>904-282-3339</u>
FL License #:	CUC1225830
Email:	heatherme Surfnsr.com

The Proposer understands and agrees to all items & requirements listed in the Project Manual, dated  $\underline{M} \approx \underline{7}$ , 2024, including all addenda issued during the bidding time, and is familiar with the project location and St. Johns County Permitting requirements. In accordance with the Request for Proposals for <u>Rivers Edge Community Development District</u> – <u>Pickleball Court Construction Project</u>, the undersigned proposes to provide all work necessary to install and construct the improvements specified herein as shown on plans dated April 19, 2024 prepared by Prosser, Inc. and in accordance with St. Johns County Standards.

#### **DOCUMENTS AND ADDENDA**

The Proposer submits that it has carefully examined the site and existing site conditions of the proposed Work, as well as the drawings and specifications. Also, Proposer has thoroughly reviewed the Request for Proposals, Instructions to Proposers, Evaluation Criteria, Standard Form of Agreement, Specifications and all other components of the Contract Documents and acknowledges that it has received the addenda listed below.

Addendum/RFI # /	Received (date): 6/4/2024
Addendum/RFI #	Received (date):

#### QUALIFICATIONS

By submitting this Proposal, the Proposer certifies that it satisfies the following qualifications (initial each):

(1) Proposer is able to furnish a payment and performance bond in the full amount of the Project to

the District; (2) Proposer is authorized to do business in Florida; and (3) Proposer holds all necessary certifications or licenses required to perform work in St. Johns County and is a licensed contractor in the State of Florida.

#### TOTAL PRICING

Proposer understands that the District may award a contract for all of the Work or any component thereof, to modify the Work, and to complete the work in phases in its discretion. Proposer also understands that pricing shall be based on the unit pricing submitted as part of this Proposal. With that understanding, the Proposer represents that it can complete the base-bid Project for the total lump-sum price of: \$ 264,463

Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor. The Compensation provided for herein shall include all allowances to cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts; Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts; and there shall be no adjustments to allowances if the increase is due to claimed (or proved) escalations in the cost of materials, labor, consultants, equipment rental costs, utilities, or gasoline. The pricing and compensation herein included is a firm lump sum price for the completed Project and this forms a material part of the Agreement.

The undersigned Proposer, having a thorough understanding of the Work required by the Contract Documents, the site and conditions where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work, and having knowledge of the expense and difficulties attending performance of the Work, and having fully inspected the site in all particulars, hereby proposes and agrees, if this Proposal is accepted, to enter into the Construction Contract with the Owner to fully perform all Work in strict compliance with the Contract Documents, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Project and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation facilities, labor, superintendence and services required to perform the Work; and bonds, insurance, submittals; and all fees including without limitation permits, timber taxes, inspection fees, maintenance bonds, as-builts and plats as needed for dedication, etc., as indicated or specified in the Contract Documents to be performed or furnished by Proposer for the prices as indicated in the Proposal Summary.

#### TIME

Proposer is available to begin the work described in this Project Manual starting 2024.

Proposer submits that it can reach Substantial Completion of the work described in this Project Manual within 109 days (\_\_) days of the issuance of a Notice to Proceed.

Proposer submits that it can reach Final Completion of the work described in this Project Manual within 109 days () days of the issuance of a Notice to Proceed.

The undersigned Proposer agrees to commence work within seven (7) days after the date of a written Notice to Proceed. The undersigned Proposer agrees that this Proposal shall be valid for a period of thirty (30) days from the date proposals are due. Proposer hereby acknowledges that any work provided and any cost incurred by Proposer prior to receiving both the Notice of Award and the Notice to Proceed will be at Proposer's risk unless specifically agreed to in writing by the District.

Heather Mcmade (Signed) Heather Mcmander (Print Name of Signatory)

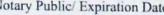
This 10 day of June, 2024.

(Corporate Seal)

Sworn to before me by means of  $\Box$  physical presence or  $\Box$  online notarization this <u>10</u> day of <u>3466</u>, 2024.

(Notary Seal)

Jortesa Thirick otary Public/ Expiration Date





#### RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT INFORMAL REQUEST FOR PROPOSAL FOR RIVERTOWN RIVERHOUSE PICKLEBALL COURTS

#### PART II. PROPOSAL FORM - (B) ORGANZATIONAL INFORMATION OF PROPOSER

DAT	TE SUBMITTED: June 10, 2024			
	Proposer <u>El Faro Grap LLC dba (</u> (Company Name)	Court Surface	5 / / A Individual / A Partnership / A Limited Li / / A Corporatio / / A Subsidiary	o ability Company n
2.	Proposer's Parent Company Name (if applicable)	N/A		
3.	Proposer's Parent Company Address (if applicable)			
	Street Address			
	P.O. Box (if any)			
	City State		Zip Code	
	Telephone	Fax No		
	1 <sup>st</sup> Contact Name	Title		
	2 <sup>nd</sup> Contact Name	Title	1000	
4.	Proposer Company Address (if different)			
	Street Address 1528 Virgils Way	1 # 6		
	P.O. Box (if any)			
	City Green Cove Springs State	FL.	Zip Code	32043
	City Green Cove Springs State Telephone 904-268-0888	_ Fax No. 904-	-282-333	39
	1st Contact Name Heather Mcmando 2nd Contact Name Bryan Mcmando	Title N	nanaging	patner
	2nd Contact Name Bryan Mcmandar	Titlemanag	ing partr	er
5.	List the location of Proposer's office that would perfo	rm Rivers Edge Com	munity Developmen	nt District work.
	Street Address 1528 Virgils Way	1 # Ce		
	P.O. Box (if any)			
	City Green Cove Springs State	FL.	Zip Code	32043
	Telephone 904-268-0888			

	ontact Name Heather Mcmandon Title managing partner
s the	Proposer incorporated in the State of Florida? Yes ( No ()
.1	If yes, provide the following:
	Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes SNO
	If no, please explain
	Date Incorporated Charter No
.2	If no, provide the following:
	The state in which the Proposer company is incorporated
	Is the company in good standing with the state? Yes (_) No (_)
	If no, please explain
	Date incorporated Charter No
s th	e Proposer company a registered or licensed contractor with the State of Florida? Yes () No (
.1	If yes, provide the following:
	Type of registration (i.e. certified general contractor, certified electrical contractor, etc.) Contractors license not required for El Faro Group LLC to per Court surfacing. Sub contractor performing Site work and paris License No. Expiration Date
	License No Ircensed, S
	Qualifying Individual
	List company(ies) currently qualified under this license
.2	Is the Proposer company a registered or licensed Contractor with St. Johns County? Yes () No (
.3	Has the Proposer company performed work for a community development district previously? Yes (1) No (_)
	Isyes, describe: We currently hold an annual contract for court resurfacing for Village Center Community Development District

	Approved Bonding Capacities:	Aggregate Limit Single Project Limit Total Current Contracts Bonded	\$ 1,000,000 \$ (.50,000 \$ 692,810
9.	contribucate)	s current insurance limits? (Please also a	attach a copy of your current insurance
	General Liability	\$ 2,000,000 A	llso have
	Automobile Liability	\$ 1,000,000 1100	hall Palery of \$5,000,00
	Workers Compensation	\$ 1,000,000	isicila rong of the
	Expiration Date	Auto = GL: 5/1/2025	Iso have brella Polrcy of \$5,000,00
10.	Has the Proposer company been c past two years? Yes () No ()	ited by OSHA for any job site or compar	ny office/ shop safety violations in the
	If yes, please describe each violati	on fine, and resolution	
	What is the Proposer's current wo	rker compensation rating? 87	7
	Has the Proposer experienced any as a result of the injury in the past	worker injuries resulting in a worker lo two (2) years? Yes () No (9	sing more than ten (10) working days
	If yes, please describe the incident		

0

Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding 11. or contracting on any state, local, or federal-aid contracts in any state(s)? Yes () No ()

If so, state the name(s) of the company(ies)

The state(s) where barred or suspended \_

State the period(s) of debarment or suspension

Has the organization or any of its affiliates ever been either disqualified or denied prequalification status by a 12. governmental entity? Yes () No ()

If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

13. Within the past five (5) years, has organization failed to complete a project within the scheduled contract time? Yes () No ()

If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof.

Identify all subcontractors Contractor intends on utilizing for the project and describe the work to be performed 14. by each subcontractor. Powers Development Group: Sik work, base install, asphalt paring Please attach at least three (3) references from projects of a similar size and scope. 15.

[Remainder of Page Left Intentionally Blank]

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Rivers Edge Community Development District or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or necessary to determine whether the Rivers Edge Community Development District should qualify the Proposer for providing a Proposal for its construction projects, including such matters as the Proposer's ability, standing integrity, quality of performance, efficiency and general reputation.

By Alect memod

Heather Mcmandon managing partner (Type Name and Title of Person Signing)

This 10 day of June, 2024.

(Corporate Seal)

Sworn to by means of  $\Box$  physical presence or  $\Box$  online notarization before me this  $\_ \_ \bigcirc \uparrow \square$  day of  $\_ \bigcirc \square$  on  $\square$  , 2024.

Jostera J Livick - Nov. 12, 2027 Notary Public/ Expiration Date

(Seal)

TORTESAT. LIVICK Commission # HH 443815 Expires November 12, 2027



# REFERENCES

1). Client: YMCA Ponte Vedra

Project Name: YMCA Pickeball Court Construction

Project Address: 301 Florida Blvd. Neptune Beach, FL. 32266

**Project Scope of Work:** Complete build of 5 asphalt pickleball courts, including surfacing, equipment and fence installation

Project completion date: June 2023

Client contact info: Charlie Chacos; phone # 904-543-9622, email: CChacos@fcymca.org

2). Client: The Bolles School

Project Name: The Bolles School Tennis Courts

Project Address: 7400 San Jose Blvd, Jacksonville, FL 32217

**Project Scope of Work:** Demo and construction of 8 new asphalt tennis courts. The project included fence install, surfacing and equipment install.

Project completion date: December 2022

Client contact info: Melvin Morgan; phone #: 504.351.1594, email: Morgan-Melvin@aramark.com



3). Client: Putnam County

Project Name: Theobold Park

Project Address: 120 Carter Rd, Palatka, FL 32177

**Project Scope of Work:** Construction of 4 new asphalt pickleball courts. The project included the surfacing and installation of all equipment.

Project completion date: April 2023

Client contact info: Kevin Stevens; phone #: 386-329-1269, email: kevin.stevens@putnam-fl.gov

4). Client: Clay County

Project Name: W.E. Varnes Park and Twin Lakes Park

Project Address: 6065 Twin Lakes Rd, Keystone Heights, FL 32656 and 3593 Fortuna Dr, Orange Park, FL 32065

**Project Scope of Work:** Construction of 16 new asphalt pickleball courts (6 at Twin Lakes Park and 8 at W.E. Varnes Park). The project included the surfacing and installation of fencing and equipment.

Project completion date: April 2023

**Client contact info:** Justin Pierce; phone # 904-429-2375, email: justin.pierce@claycountygov.com

COMPANY OWNED MAJOR EQUIPMENT Company Name El Furo Group LLC (Attach additional sheets if necessary)

6/10/2024 Date

		「「「「「「「「」」」	No. LOC	ATEDIN
QUANTITY .	DESCRIPTION	CAPACITY	FLORIDA	RIDA OTHER
	Dewalt gas powered querate	6500-watt	3	N/A
	-		S	N/A
	Toyota Far		1	N/A
	Simpson		S	A/A
1				
		10		

#### RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT INFORMAL REQUEST FOR PROPOSAL FOR RIVERTOWN RIVERHOUSE PICKLEBALL COURT PROJECT

### PART II. PROPOSAL FORM - (C) PRICING

#### SECTION 1. PRICING.

Furnish and install all material, equipment and labor for the work complete and acceptable for construction of all infrastructure and appurtenances as outlined in the Proposal Form attached as Exhibit A (to be prepared and completed by Proposer) for the total lumps sum of:

Two hundred	Sixty tour	Thousa	nd tour	hundred
	Jsixty	three	Dollars	(In Words).
5 264,463	J	(In F	igures).	(= ,, = = =),

Note: This lump sum amount must match the extended total price on the Proposer-provided Proposal Form attached as **Exhibit A** which shall provide detailed quantities, associated unit costs, and line item costs (extended to provide for total cost). In addition to providing a hard copy of this Bid Form, **this information must be submitted electronically by the Proposer in Excel format**. Please be advised the selected Contractor will be responsible for construction stakeout and the retention of a surveyor to perform such work; accordingly, a corresponding line item must be included in all submitted Proposals.

The undersigned proposes to construct all work, or portion thereof, necessary to construct four pickleball courts as shown on plans prepared by Prosser Prime AE., and A & J Land Surveyors. Geotechnical Reports and in accordance with St. Johns County, and the St. Johns River Water Management District permits.

All proposals shall include coordination of construction with others.

All applicable federal and State of Florida taxes are included.

The offer in this Proposal Form shall be open to acceptance and is irrevocable for thirty (30) days from the proposal opening date.

If this proposal is accepted by the District within the time period stated above, we will:

- 1. Execute the Contract within seven days of receipt of Notice of Award, unless such time period is otherwise extended by the District.
- 2. Furnish the required bonds within seven days of receipt of Notice of Award.
- 3. Commence work within five days after written Notice to Proceed of this proposal.

In addition to completing the Proposal Form attached hereto as **Exhibit A**, Proposer shall create and provide with its proposal an itemized Schedule of Values for each numbered item set forth on the attached Proposal Form. The Schedule of Values shall outline all work items that will be used for monthly pay requests and the amounts thereon will be used for negotiating change orders. The undersigned has visited the site, examined the plans, specifications and any addenda thereto, is acquainted with and fully understands the character and extent of the Scope of Work covered by this Proposal; and the specific requirements of St. Johns County, and all other regulatory agencies. The undersigned has carefully checked this Proposal after it was prepared and has verified all items, quantities, unit costs, and values and agrees to indemnify and save harmless the Owner against any cost, damage or expense which may be incurred or caused by any error in the preparation of same.

This proposal made by and on behalf of:

Proposer Signature: Alect Manada Date: 6/10/2024 Address: 1528 Virgils way #6 Green Core Springs, FL. 32043 By Weet Minad Print Name: Heather Mcmandon

#### RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT INFORMAL REQUEST FOR PROPOSAL FOR RIVERTOWN RIVERHOUSE PICKLEBALL COURTS

#### PART II. PROPOSAL FORM - (C) PRICING

#### Item No. & Description

1.	MOBILIZATION AND SITE PREPARATION	\$ 11,940.00
2.	EROSION AND SEDIMENT CONTROL	\$ 9500.00
3.	STORM WATER POLLUTION PREVENTION	\$ 9,500.00
4.	CLEARING	\$ 35,984.00
5.	PICKLEBALL COURTS	\$ 157,670.00
6.	TESTING ALLOWANCE	\$ 2,500.00
7.	SEEDING & MULCHING	\$ 24,776.00
8.	BONDING/WARRANTY	\$ 12,593.00
9.	ALTERNATE #1: PICKLEBALL COURT LIGHTING	\$ 60,933.00
10	ALTERNATE #2: BASKETBALL COURT LIGHTING	\$ 45,735.00

#### **Project Total**

# s 371,131.00

TOTAL

 MOBILIZATION AND SITE PREPARATION - Includes the preparatory work and operations in mobilizing to begin the work and demobilizing upon completion of work on the project. Work will include any site preparation necessary for construction. This item will be paid for on a percentage of total construction complete basis.

Total

Lump Sum Price: § 11,940,00 (Numerals) Eleven thousand nine hundred for by Dollar S (Written)

2. EROSION AND SEDIMENT CONTROL - Includes all measures that are required to comply with the State of Florida water quality standards. This includes, but is not limited to silt screens, sodding, or other such measures that shall prevent the discharge of turbid waters from the site and minimize erosion of all graded areas. This item includes all measures necessary to meet agency quality standards and requirements. Testing results will be provided to the Owner on a regular basis or when requested. The site will be inspected on a regular basis by the Owner's Representative and will produce a weekly report with actions items indicating deficiencies. All Deficiencies must be repaired in seven days or less, or the contractor must provide in writing why the deficiencies cannot be addressed with in the seven-day limit. Failure to correct a deficiency in the first seven days will result in a written warning. If the deficiency is not corrected after fourteen days the Owners Representative will make the repair and the Contractor will be back charged for the cost of the repair and a \$500.00 fine for each line item not addressed. Upon final acceptance of the site from St. Johns County & SJRWMD. The contractor shall remove sediment control measures once the grassing and 70% stabilization is established.

Total

Lump Sum Price: \$ 9500.00 (Numerals) Dine thousand five hundred (Written)

3. STORM WATER POLLUTION PREVENTION PLAN - Notice of Intent (NOI) to be filed by the contractor. The contractor shall adhere to all Federal rules and regulations regarding the National Pollutant Discharge Elimination System (NPDES) for construction and ground water discharge. The Storm Water Pollution Prevention Plan (SWPPP) included in these plans shall establish the minimum requirements allowed. The contractor shall implement additional measures, as required, to ensure compliance with the NPDES requirements. This item does include erosion controls item shown on the erosion and turbidity control plans or erosion and turbidity controls required by St. Johns County, or the St. Johns River Water Management District. Contractor shall provide specifications and shop drawings on all material to be used as part of the SWPPP.

Total

Lump Sum Price: \$ 9,500.00 (Numerals) Dine thousand five hundred (Written)

4. CLEARING - Includes complete clearing and grubbing and burning (if allowed) or removal offsite of all brush, roots, and all other debris in accordance with the City of St. Johns Standards and Specifications in the roadway rights-of-way. Special care shall be taken to ensure preservation of all natural vegetative areas indicated on the plans, existing mailboxes, and existing edge of pavement.

Total

Lump Sum Price: \$ 26,984.00 (Numerals) Thirty five thousand nine hundred Eight four Dollars (Written)

5. PICKLEBALL COURTS - Includes construction of pickleball courts in accordance with the USA Pickleball regulations. Courts must maintain an asphalt or concrete base along with resurfacing, coating, and sealing surface to ensure no cracking nor damage is sustained on the courts. Special care shall be taken to ensure netting and fencing will not inflict with the area or play or exceed the proposed edge of pavement.

Total

Lump Sum Price: \$ 157,670,00 (Numerals) One hundred fifty Seven thousand six hundred (Written) Dollars

6. TESTING ALLOWANCE - Although the requirement for testing is stated in other bid items, the cost for all testing associated with the construction of the proposed development Infrastructure is to be included in the Contractors Contract within this allowance. This includes, but is not limited to, all LBR tests, compaction tests, asphalt coring, pressure tests, etc. Please provide an allowance for this item, but all reimbursements for this item will be made to the Contractor based upon the actual testing company invoices. The testing allowance shall be Lump Sum Bid – Price Not to Exceed. Any additional cost for testing requirements beyond this amount will be at the cost of the Contractor. The Owner must approve the Contractors testing company.

#### Total

Lump Sum Price: \$ 2,600.00 (Numerals) Two thousand five hundred Dollars (Written)

 SEEDING & MULCHING - Includes the complete grassing and mulching of all disturbed areas. Seed selection shall be a mix that is seasonally appropriate to germinate in a timely manner to establish cover.

Total

Lump Sum Price: \$ 24,776.00 (Numerals) Twenty four thousand seven hundred seventy Srx Dollars (Written)

- 8. BONDING AND WARRANTY Cost to secure payment in accordance to St. Johns County and Processes and Standards
  - a. Payment and Performance Bond: \$ 12,593,00 (Numerals) Twelve thousand five hundred ninety three (Written) Dollars b. Contractor's Warranty: \$ N/A (Numerals) (Written)

(Written)

Total

Lump Sum Price: \$ 12, 593.00 (Numerals) Twelve thousand five hundred ninety three Dollars (Written)

9. ALTERNATE #1: PICKLEBALL COURT LIGHTING - Includes complete compliance with the electrical plans and lighting installation. The Contractor will be required to locate the source of power for the proposed lighting sources and produce conduit as needed. Standards and Specifications are highlighted in the Manufactures guidelines alone with a minimum distance and length of poles given with the USA Pickleball company.

Total

Lump Sum Price: \$ 60,933,00 (Numerals) Sixty thousand nine hundred thirty three (Written)

10. ALTERNATE #2: BASKETBALL COURT LIGHTING - Includes complete compliance with the electrical plans and lighting installation. The Contractor will be required to locate the source of power for the proposed lighting sources and produce conduit as needed. Standards and Specifications are highlighted in the Manufactures guidelines.

Total

Lump Sum Price: \$ 45,735,00 (Numerals) forty five thousand seven hundred thirty five Dollars (Written)

#### PROJECT TOTAL

\$ 371, 131,00 (Numerals) Three hundred seventy one thousand one hundred thereby one Dollars (Written)

# <u>GENERAL NOTES TO</u> <u>PROPOSAL FORM</u> <u>EXHIBIT A TO PART II. PROPOSAL FORM – (C) PRICING</u>

- 1. The Contractor shall submit a detailed construction schedule with the bid proposal that outlines time frames for major work items. This schedule will be used in bid evaluation.
- The Contractor is required to perform all tests as required by St. Johns County and prior to project acceptance.
- The Contractor is responsible for visually inspecting the entire site prior to submitting bids and notifying the Engineer of discrepancies, which may affect the construction and its cost.
- The selected Contractor will be required to submit an itemized schedule of values outlining all work items that will be used for monthly pay requests.
- Standard contract documents as provided by the Owner will be used for the Contract and General Conditions.
- Stub out all utilities beyond pavement edge as needed to continue into next phase and not disturb pavement of previous phase.
- The Owner will provide the following survey stakeout work for the Contractor. All other necessary survey work must be provided by the Contractor.
   A. Project Benchmark
- The Contractor shall be responsible for coordinating all work necessary with all utility subcontractor companies.
- The Contractor shall be responsible for coordinating the work necessary to complete all final approvals and acceptances.
- 10. Contractor shall complete his work in a professional and workman like manner typical of his industry. There shall be no sections or parts missing. Further, the work shall be complete and able to function for its intended use. The work must be continuous.
- All storm drainage must be maintained to each property owner during construction. If this
  does not occur, the Contractor will be responsible for any damage that may result.
- Burning of clearing debris generated on this project area may be burned as allowed by the St. Johns County Fire Marshall.

- 13. The Contractor shall specify subcontractors to be used for major work items, i.e. water, reuse, paving.
- 14. Contractor shall secure and pay for all paving and drainage construction permits, building permits, right- of way construction permits, county permit, electrical permit, water and electrical meters (if applicable), installation fees, electrical inspection fees, if any required.

#### RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT INFORMAL REQUEST FOR PROPOSAL FOR RIVERTOWN RIVERHOUSE PICKLEBALL COURT PROJECT

#### PART II. PROPOSAL FORM – (D) SCHEDULE

Contractor shall submit along with this Proposal a chart of its detailed project schedule. The chart shall use July 1, 2024, as the start date for the project and use calendar days for purposes of indicating the project's duration. The chart shall also include such milestones included at the Proposer's discretion; however, at the very least the chart shall identify dates for the issuance of the Notice to Proceed, the achievement of Substantial Completion and the application for Final Payment, as such events are defined in the Standard General Conditions of the Contract, respectively. In addition to the definitions in the Standard General Conditions of the Contract, Substantial Completion shall include the completion of pavement and a punch list from St. Johns County and application for Final Payment shall include receipt of St. Johns County Subdivision Acceptance Letter. Important milestones to be clearly denoted in the schedule include: St. Johns County Acceptance Schedule and System Acceptance Schedule. The number of days occurring between the issuance of the Notice to Proceed and the achievement of Substantial Completion is: one hundred nine days (in words) 109 (in figures); of the achievement application Payment of Final is: one hundred twenty days (in words) 120 (in figures). The Owner reserves the right to waive any informalities, or to reject any and all proposals.

# N AFFIDAVIT FOR INDIVIDUAL

STATE OF	 )
COUNTY OF	 ) SS )

being duly sworn, deposes and says that the statements and answers to the preceding questions 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 constitute fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

(Proposer must also sign here)

Sworn to before me by means of  $\Box$  physical presence or  $\Box$  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Notary Public / Expiration Date:

(SEAL)

#### AFFIDAVIT FOR PARTNERSHIP

Florida STATE OF Duval COUNTY OF

Heather Memordon, is a member of the firm of El Faro Group LLC. being duly sworn, deposes and says that the statements and answers to the preceding questions 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 Proposer to constitute good cause for rejecting Proposer's proposal.

Signature of a General Partner is Required)

SS

Sworn to before me by means of  $\Box$  physical presence or  $\Box$  online notarization this  $10^{+1}$  day of 2024.

Tortesa Notary Public / Expiration Date

(SEAL)

TORTESAT. LIVICK Commission # HH 443815 Expires November 12, 2027

#### AFFIDAVIT FOR CORPORATION

STATE OF	)	
COUNTY OF	) SS )	

NA

(title)\_

of the

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the preceding questions 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 Proposer to constitute good cause for rejecting Proposer's proposal.

(Officer must also sign here)

CORPORATE SEAL

Sworn to before me by means of  $\Box$  physical presence or  $\Box$  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Notary Public / Expiration Date:

(SEAL)

#### SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(N) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

#### THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1.

This sworn statement is submitted to Rivers Edge Community Development District (print name of the public entity) by Heather McMandon Managing partner (print individual's name and title) for <u>El Faro</u> Group LLC (print name of entity submitting sworn statement) whose business address is

1528 Virgils Way #6 Green Cove Springs, FL. 32043

and (if applicable) its Federal Employer Identification Number (FEIN) is 84-2685724

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement

2. I understand that a "public entity crime" as defined in Paragraph 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 any agency or political subdivision of any other state or of 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.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a 3. finding of guilt or a conviction of a public entity crime, with or without an adjudications 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 a jury verdict, nonjury trial, or entry of a please of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means: 4.

- 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.
- 5. I understand that a "person" as defined in Paragraph 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.

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

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has 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 its officers, directors, executives, partners, shareholders, employees members or agents who are active in the 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.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members or agents who are active in the 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR. 1 UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. 1 ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Veat Monado (signature)

STATE OF FLORIDA COUNTY OF ST. JOHNS

Sworn to (or affirmed) and subscribed before me by means of D physical presence or D online notarization, this 10th day of June, 2024, by Heather Mc Mandon

Name: Tortesa T wich orlesa Name: Tortesa T. Livick (Personally Known) **OR** Produced Identification Type of Identification

TORTESA T. LIVICK Commission # HH 443815 Expires November 12, 2027

#### RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT AFFIDAVIT OF NON-COLLUSION

STATE OF FLORIDA COUNTY OF ST. JOHNS

Heather Memandon \_, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is an officer or principal) in the firm of EI Faro Group LLC and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

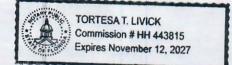
Dated this 10th day of June, 2024.

Signature by authorized representative of Proposer

STATE OF FLORIDA COUNTY OF ST. JOHNS

Sworn to (or affirmed) and subscribed before me by means of D physical presence or & online notarization, this 10th day of June, 2024, by Heather MeMardow,

ortera J. Livick



(Official Notary Signature & Seal) Tortesa Ti LIVICK Name: (Personally Known) **OR** Produced Identification Type of Identification

#### SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES

#### **RIVERS EDGE CDD** RIVERTOWN RIVERHOUSE PICKLEBALL COURTS ST. JOHNS COUNTY, FLORIDA

#### THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to <u>Rivers</u> Edge CDD by <u>Heather</u> <u>McMandon</u> <u>managing</u> <u>parfree</u> (print individual's name and title) for <u>EI Foro</u> <u>Group LLC</u> (print name of entity submitting sworn statement) whose business address is 1528 Virgils Way # 6 Green Care Springs, FL 32043

- I understand that, subject to limited exemptions, section 287 135, Florida Statutes, declares a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company (a) is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215 4725, Florida Statutes, or is engaged in a boycott of Israel; (b) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to section 215.473, Florida Statutes, or (c) is engaged in business operations in Cuba or Syria.
- Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the Rivers Edge Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.
- If awarded the Contract, the entity will immediately notify the Rivers Edge Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

Signature by authorized representative of Proposer

STATE OF FLORIDA COUNTY OF ST. JOHNS

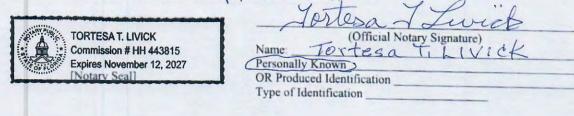
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2

3

4

10 th day of



# TRENCH SAFETY ACT COMPLIANCE STATEMENT

#### INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the Project comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All Proposers are required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Project's Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

#### CERTIFICATION

- I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
- 2. The estimated cost imposed by compliance with The Trench Safety Act will be: Dollars (Written)

\_\_\_\_\_(Figures).

3. The amount listed above has been included within the Proposal.

Dated this	day of	, 2024.

Proposer:

#### STATE OF FLORIDA COUNTY OF ST. JOHNS

Sworn to (or affirmed) and subscribed before me by means of  $\Box$  physical presence or  $\Box$  online notarization this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2024, by \_\_\_\_\_\_\_, of the who is  $\Box$  personally known to me or  $\Box$  who has produced \_\_\_\_\_\_ as identification, and who  $\Box$  did or  $\Box$  did not take an oath.

Signature of Notary Public taking acknowledgement

My Commission Expires:

(SEAL)

#### TRENCH SAFETY ACT COMPLIANCE COST STATEMENT

#### INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that all Proposers submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

By executing this statement, proposer acknowledges that included in the various items of its Proposal and in the total Proposal price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Proposer further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost <sup>1</sup>	Item Total Cost
		Project Total	
Dated this day of		_, 2024.	
Proposer:		_	
	By:		
	Title:		
TATE OF FLORIDA OUNTY OF ST. JOHNS Sworn to (or affirmed) and subscribe	d before me by me	ans of $\Box$ physical	presence or D celi
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<sup>&</sup>lt;sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

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ACORD 25 (2016/03)

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ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/07/2024

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The ACORD name and logo are registered marks of ACORD

This Receipt is issued pursuant to County ordinance 87-36

# 2023/2024 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Account EXPIRES

September 30, 2024

1065199

Business Type Location	Miscellaneous Professional (L) 1528 Virgils Way # 6	New Business Transfer		
	Out Of Area 32043			
<b>Business Name</b>	Court Surfaces		Тах	30.00
		ST. JOHNS COUNTY	Penalty	0.00
Owner Name	El Faro Group LLC	TAX COLLECTOR	Cost	0.00
Mailing Address	5 Lighthouse Ave St. Augustine, FL 32080	DENNIS W. HOLLINGSWORTH, CFC	Total	30.00

#### DENNIS W. HOLLINGSWORTH ST. JOHNS COUNTY TAX COLLECTOR

This receipt does not constitute a franchise, an agreement, permission or authority to perform the services or operate th business described herein when a franchise, an agreement, or other county commission, state or federal permission or authority is required by county, state or federal law.

This form becomes a receipt only when validated below

Paid by receipt(s) 2022-7535633 on 08/16/23 for \$30.00



2331 Rock Spring Road Forest Hill, MD 21050

> 443.640.1042 Fax: 443.640.1031

October 9, 2023

Court Surfaces 1528 Virgils Way, Unit 6 Green Cove Springs, Florida 32043

To Whom It May Concern:

This letter is to confirm that Court Surfaces is a member of the American Sports Builders Association (ASBA). The company has been a member since 2016 and is a member of the Builder Division. The definition of a Builder member is as follows:

#### **Builder Members:**

Any party who, for a period of two years, has been actively engaged in the building or surfacing of tennis courts, running tracks, indoor sports facilities, natural or synthetic turf sports fields or other athletic or recreational surfaces, or the installation of products or components related thereto, shall be eligible to be a Builder Member of the Association. Any applicant shall be deemed to meet the two-year requirement if a majority of the voting control of the applicant is held by individuals who at the time of the application are designated by the Association as a Certified Tennis Court Builder, a Certified Track Builder or a Certified Field Builder.

Membership Term: 10/01/2023 - 09/30/2024

If you have any questions, please contact me at cynthia@sportsbuilders.org or (443) 640-1042.

Sincerely,

Cynthia M. Sanchez Director of Meetings & Member Services



#### A Member of the Tokio Marine Group

One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004 610.617.7900 • Fax 610.617.7940 • PHLY.com

June 10, 2024

RE: El Faro Group, LLC dba Court Services - Surety Bond Line Capacity Letter

To Whom It May Concern:

El Faro Group, LLC dba Court Services is currently bonded by Philadelphia Indemnity Insurance Company and is an account in good standing. Philadelphia Indemnity Insurance Company is rated by A.M. Best as an "A++" (Superior) and "XV" financial size. Philadelphia Indemnity Insurance Company has a Certificate of Authority from the Department of Treasury with an underwriting limitation of \$341,614,000.

A bonded work program of \$650,000 single limit and \$1,000,000 aggregate has been supported by Philadelphia Indemnity Insurance Company and is approved through December 10, 2024. El Faro Group, LLC dba Court Services is currently utilizing \$692,810 of their aggregate bond limit. As is customary, final approval of any bond is predicated upon the most current financial job information available to the underwriter at the time and is subject to the following.

Specific requests for surety bonds will be given our due consideration based on our underwriting evaluation at the time of the request. This evaluation includes receipt and review of contract terms and conditions and bond format that are acceptable to Philadelphia Indemnity Insurance Company, adequate financing as well as other underwriting conditions, which may exist at the time of the request. Any request for bonds is a matter between El Faro Group, LLC dba Court Services and Philadelphia Indemnity Insurance Company and we assume no liability to any party if for any reason we do not execute said bonds which may arise solely from this letter of recommendation.

Philadelphia Indemnity Insurance Company

By:

John D. Weisbrot, Attorney-In-Fact

## PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100

Bala Cynwyd, PA 19004-0950

## **Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JOHN D. WEISBROT, MELISSA L. MCDADE OR STEVEN M. VARGA its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:	That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it
FURTHER RESOLVED:	That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of

Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



Glomb, President & CEO Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

monwealth of Pennsylvania - Notary Seal Vanessa Mckenzie, Notary Public Montgomery County My commission expires November 3, 2024 Commission number 1366394 Member, Pennsylvania Association of Notaries

(Seal)

residing at:

Notary Public:

Janessa mckensie

Bala Cynwyd, PA

November 3, 2024

My commission expires:

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10th day of June 2024



Edward Sayago, Corporate Secretary PHILADELPHIA INDEMNITY INSURANCE COMPANY



## PHILADELPHIA INDEMNITY INSURANCE COMPANY

## Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus (in thousands, except par value and share amounts)

Admitted Assets			Decem	ber 31,
Bonds (fair value \$7,902,637 and \$8,447,694)	\$	2022 8,709,823	s	<u>2021</u> 8,102,442
Preferred stocks (fair value \$14,560 and \$19,262)	و	14,560	ø	19,262
Common stocks (cost \$24,136 and \$44,923)				
		28,395		43,194
Mortgage loans		1,074,734		957,986
Real estate		21,779		29,408
Other invested assets (cost \$212,500 and \$194,229)		234,138		218,926
Receivables for securities sold		476		152
Cash, cash equivalents and short-term investments		95,212	-	128,587
Cash and invested assets		10,179,117		9,499,957
Premiums receivable, agents' balances and other receivables		955,218		914,676
Reinsurance recoverable on paid loss and loss adjustment expenses		64,607		45,200
Accrued investment income		88,001		74,000
Receivable from affiliates		4,406		5,171
Federal income taxes receivable		21,231		8,144
Net deferred tax assets		150,526		141,943
Other assets		11,196		9.953
Total admitted assets	\$	11,474,302	S	10.699.044
Liabilities and Capital and Surplus				
Liabilities:				
Unpaid loss and loss adjustment expenses	\$	5,680,508	\$	5,436,808
Unearned premiums	4	1,766,050	Φ	1,658,339
Reinsurance payable on paid loss and loss adjustment expenses		39,160		35,820
Ceded reinsurance premiums payable		119,157		130,474
Commissions payable, contingent commissions and other similar charges		247,996		228,628
Funds held		82,555		77,317
Payable to affiliates		21,337		19,465
Provision for reinsurance		678		471
Payable for securities purchased				
		42,426		19,045
Accrued expenses and other liabilities Total liabilities		58,292	-	47,213
1 otal hadmines	-	8,058,159	-	7,653,580
Capital:				
Common stock, par value of \$10 per share; 1,000,000 shares				
authorized, 450,000 shares issued and outstanding		4,500		4,500
Surplus:				
Gross paid-in and contributed surplus		386,071		386,071
Unassigned surplus		3,025,572		2,654,893
		3,411,643		3,040,964
Total surplus				
Total surplus Total capital and surplus		3,416,143		3,045,464

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

Attest:	Commonwealth of Pennsylvania - Notary Seal Kimberly A. Kessleski, Notary Public Montgomery County My commission expires December 18, 2024 Commission number 1245769
	Member, Pennsylvania Association of Notaries

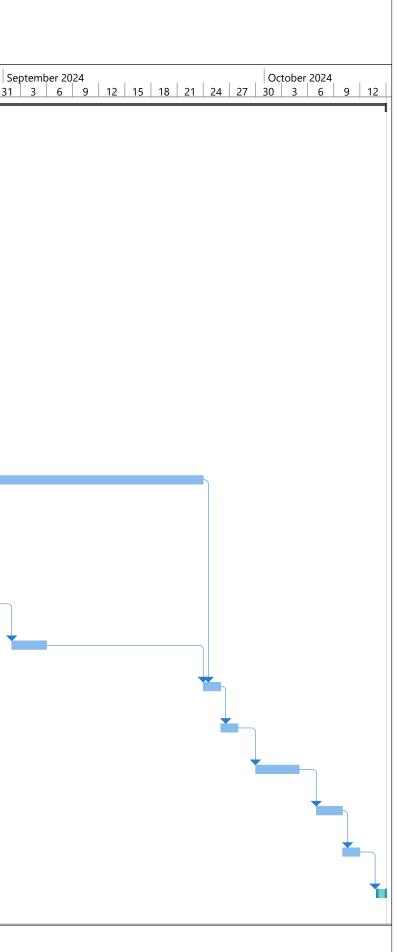
Sworn to before me this 6<sup>th</sup> day of June 2023.

ñ Earen Gilmer-Pauciello aroitemphilitenoperuciello. CFO Kimberly Kessl **s**ki

## RiverTown Riverhouse Pickleball Courts

	Task Name	Duration	Start	Finish
ID				
1	RiverHouse Pickleball Courts	77 days	Fri 6/28/24	Mon 10/14/24
2	NTP	1 day	Fri 6/28/24	Fri 6/28/24
3	Survey LOD	10 days	Mon 7/1/24	Fri 7/12/24
4	Silt Fence Installation	1 day	Mon 7/15/24	Mon 7/15/24
5	Clearing	3 days	Tue 7/16/24	Thu 7/18/24
6	Grading/Earthwork	5 days	Fri 7/19/24	Thu 7/25/24
7	Subgrade & Base	5 days	Fri 7/26/24	Thu 8/1/24
,				
8	Ribbon Curb	5 days	Fri 8/2/24	Thu 8/8/24
9	Asphalt Pavement	2 days	Fri 8/9/24	Mon 8/12/24
10	Asphalt Cure Window	30 days	Tue 8/13/24	Mon 9/23/24
11	Courset Asphalt	1 dou	Tue 0/12/24	Tue 0/12/24
11	Sawcut Asphalt	1 day	Tue 8/13/24	Tue 8/13/24
12	Fencing & Gates	10 days	Wed 8/14/24	Tue 8/27/24
13	Court Prep & Sanding	3 days	Wed 8/28/24	Fri 8/30/24
14	Court Equipment Installation	4 days	Mon 9/2/24	Thu 9/5/24
15	Flood Courts & Address Any Issues	2 days	Tue 9/24/24	Wed 9/25/24
16	Application of Acrylic Resurfacer	2 days	Thu 9/26/24	Fri 9/27/24
17	Application of Paint	5 days	Mon 9/30/24	Fri 10/4/24
18	Painting of Playing Lines	3 days	Mon 10/7/24	Wed 10/9/24
10	Painting of Playing Lines	5 uays	1011 10/ 7/ 24	wed 10/9/24
19	Install Windscreen	2 days	Thu 10/10/24	Fri 10/11/24
20	Owner Walk/Acceptance	1 day	Mon 10/14/24	4 Mon 10/14/24

OURT



## Project Name: Rivertown Riverhouse Pickleball Courts Contracor: El Faro Group LLC, bda Court surfaces

Item #	Description of Work	Sc	cheduled Value
1	General Conditions	\$	17,778.00
2	Surveying	\$	3,970.00
	As-Builts	\$	3,970.00
	Silt Fence Type III Regular	\$	1,889.00
	Contstruction Materials Testing	\$	1,590.00
	Clearing	\$	6,084.00
	Earthwork	\$	22,500.00
_	Final Dressout	\$	7,400.00
9		\$	18,000.00
	Remove and Replace Sidewalk	\$	6,354.00
	Subsoil Stabilization	\$	4,665.00
	4" Limerock (Mulit-Use Path)	\$	6,500.00
	6" Limerock (Pickleball Court)	\$	29,500.00
	12 x 12 Ribbon Curb	\$	16,337.00
	1" Asphalt Pavement (Multi-Use Path)	\$	9,500.00
	1 1/2" Asphalt Pavement (Pickleball Court)	\$	29,130.00
	Saw Cut Asphalt	\$	6,250.00
	10' black vinyl CLF	\$	32,000.00
	Court prep and sanding	\$	3,000.00
	Install Equipment	\$	4,800.00
	Flood courts and address all depresions out o	\$	1,953.00
	Application of Acrylic Resurfacer	\$	4,500.00
	Application of Paint	\$	5,500.00
	Painting of playing lines	\$	3,000.00
	Install Windscreen	\$	4,500.00
	Demobilization	\$	1,200.00
28	Bond	\$	12,593.00
Totals		\$	264,463.00

Residential & Commercial Construction



1785 Lakeside Avenue, St. Augustine, FL 32084 Office: 904.824.2301

## TO: RIVERS EDGE CDD PICKLEBALL COURTS

Licenses: FL General #CGC1531907, Roofing #CCC1332589, GA General #GCC0008365, Building #CBC1255351, Mold #MRSR1173 & MRSA 1000

1.5

## OFFICIAL PROPOSAL FORM RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT CONSTRUCTION SERVICES FOR THE RIVERTOWN RIVERHOUSE PICKLEBALL COURTS ST. JOHNS COUNTY, FLORIDA

TO BE SUBMITTED TO: RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT

> Attn: Ryan Stilwell <u>ryan.stilwell@primeeng.com</u> 13901 Sutton Park Drive South, Suite 200 Jacksonville, FL 32224

> Due by 2:00 p.m. EST on June 10, 2024

## OFFICIAL PROPOSAL FORM RIVERTOWN RIVERHOUSE PICKLEBALL COURTS ST. JOHNS COUNTY, FL (Attach as coversheet to detailed bid)

## This Proposal has been prepared by:

Name:	ADAM RUSSO
Company:	FLORIDA CERTIFIED CONTRACTORS, LLC,
Address:	1785 LAKESIDE AVE.
City:	ST. AUGUSTINE State: FL Zip Code: 32084
Telephone:	(904) 824-230/ Fax: (904) 824-2302
FL License #: H	HTCGC1531907, CBC1255351, GA:#GCC0008365
Email:	Adam@facbuilders.com

The Proposer understands and agrees to all items & requirements listed in the Project Manual, dated MAY, 2024, including all addenda issued during the bidding time, and is familiar with the project location and St. Johns County Permitting requirements. In accordance with the Request for Proposals for Rivers Edge Community Development District – Pickleball Court Construction Project, the undersigned proposes to provide all work necessary to install and construct the improvements specified herein as shown on plans dated April 19, 2024 prepared by Prosser, Inc. and in accordance with St. Johns County Standards.

## **DOCUMENTS AND ADDENDA**

The Proposer submits that it has carefully examined the site and existing site conditions of the proposed Work, as well as the drawings and specifications. Also, Proposer has thoroughly reviewed the Request for Proposals, Instructions to Proposers, Evaluation Criteria, Standard Form of Agreement, Specifications and all other components of the Contract Documents and acknowledges that it has received the addenda listed below.

Addendum/RFI # 1	Received (date): JUNE 4
Addendum/RFI #	Received (date):

## QUALIFICATIONS

By submitting this Proposal, the Proposer certifies that it satisfies the following qualifications (initial each):

(1) Proposer is able to furnish a payment and performance bond in the full amount of the

the District;

(2) Proposer is authorized to do business in Florida; and

(3) Proposer holds all necessary certifications or licenses required to perform work in St. Johns County and is a licensed contractor in the State of Florida.

## TOTAL PRICING

Proposer understands that the District may award a contract for all of the Work or any component thereof, to modify the Work, and to complete the work in phases in its discretion. Proposer also understands that pricing shall be based on the unit pricing submitted as part of this Proposal. With that understanding, the Proposer represents that it can complete the base-bid Project for the total lump-sum price of: \$ 450,024 .00

List prices for any bid alternates:

Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor. The Compensation provided for herein shall include all allowances to cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts; Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts; and there shall be no adjustments to allowances if the increase is due to claimed (or proved) escalations in the cost of materials, labor, consultants, equipment rental costs, utilities, or gasoline. The pricing and compensation herein included is a firm lump sum price for the completed Project and this forms a material part of the Agreement.

The undersigned Proposer, having a thorough understanding of the Work required by the Contract Documents, the site and conditions where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work, and having knowledge of the expense and difficulties attending performance of the Work, and having fully inspected the site in all particulars, hereby proposes and agrees, if this Proposal is accepted, to enter into the Construction Contract with the Owner to fully perform all Work in strict compliance with the Contract Documents, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Project and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation facilities, labor, superintendence and services required to perform the Work; and bonds, insurance, submittals; and all fees including without limitation permits, timber taxes, inspection fees, maintenance bonds, as-builts and plats as needed for dedication, etc., as indicated or specified in the Contract Documents to be performed or furnished by Proposer for the prices as indicated in the Proposal Summary.

## TIME

Proposer is available to begin the work described in this Project Manual starting July 2024.

Proposer submits that it can reach Substantial Completion of the work described in this Project Manual within one hundred ten (110) days of the issuance of a Notice to Proceed.

Proposer submits that it can reach Final Completion of the work described in this Project Manual within (130) days of the issuance of a Notice to Proceed.

The undersigned Proposer agrees to commence work within seven (7) days after the date of a written Notice to Proceed. The undersigned Proposer agrees that this Proposal shall be valid for a period of thirty (30) days from the date proposals are due. Proposer hereby acknowledges that any work provided and any cost incurred by Proposer prior to receiving both the Notice of Award and the Notice to Proceed will be at Proposer's risk unless specifically agreed to in writing by the District.

(Signed) RUSSO (Print Name of Signatory) This 10 day of JUNE , 2024.

(Corporate Seal)

Sworn to before me by means of  $\square$  physical presence or  $\square$  online notarization this 10 day of  $\square$ , 2024.

(Notary Seal)

4/11/2025, Bally The Notary Public/Expiration Date

BAILEY ELAINE NORTH Notary Public - State of Florida Commission # HH 116207 wy Comm. Expires Apr 11, 2025 Bonded through National Notary Assn.

## RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT Informal Request For Proposal For Rivertown Riverhouse Pickleball Courts

## PART II. PROPOSAL FORM - (B) ORGANZATIONAL INFORMATION OF PROPOSER

Proposer Flonib A Cen (Company		A Individual / / A Partnership / A Limited Liability Company / / A Corporation / / A Subsidiary Corporation
Proposer's Parent Company Nam	e (if applicable)	
Proposer's Parent Company Add	ress (if applicable)	
Street Address		
P.O. Box (if any)		
City	State	Zip Code
Telephone	Fax No.	
1 <sup>st</sup> Contact Name		Title
2 <sup>nd</sup> Contact Name	Title	
Proposer Company Address (if d Street Address P.O. Box (if any)		
		Zip Code
1 <sup>st</sup> Contact Name		
	fice that would perform Rivers I	Edge Community Development District work
P.O. Box (if any)	in Mi	1 77894
City ST. AUGUST	THE State FLORI	<u>DA</u> Zip Code <u>32089</u> (904) 824 - 2302
TIL (GAU) 82	4 -2.501 Fax No.	(104)829-2302

2.ª C	ontact Name Title
Is the	e Proposer incorporated in the State of Florida? Yes 😡 No (_)
6.1	If yes, provide the following:
	Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes No
	If no, please explain
	Date Incorporated Charter No
6.2	If no, provide the following:
	The state in which the Proposer company is incorporated
	Is the company in good standing with the state? Yes (_) No (_)
	If no, please explain
	Date incorporated Charter No
Is th	e Proposer company a registered or licensed contractor with the State of Florida? Yes 🔀 No (_)
7.1	If yes, provide the following:
	Type of registration (i.e. certified general contractor, certified electrical contractor, etc.)
	GENERAL CONTRACTOR
	License No. CGC1531907 Expiration Date AUG. 31, 2024
	Qualifying Individual <u>ADAM RUSSO</u> Title <u>CEO / OWNER</u> List company(ies) currently qualified under this license <u>FLONIDA CENTIFIED</u> CONTR
	List company(ies) currently qualified under this license FLORIDA CENTIFIED CONTR
7.2	Is the Proposer company a registered or licensed Contractor with St. Johns County? Yes 💢 No (_)
7.3	Has the Proposer company performed work for a community development district previously? Yes ( No ()
	If yes, describe: SWEET WATER CREEK COD, ROOFING GRAND HAVEN CDD, GATERIOR CONSTRUCTION

Address P.O., Box 14498, DES MOINES, IA. 50306

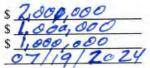
Approved Bonding Capacities:

Aggregate Limit Single Project Limit Total Current Contracts Bonded

12,00,000

9. What are the Proposers' company's current insurance limits? (Please also attach a copy of your current insurance certificate)

General Liability Automobile Liability Workers Compensation Expiration Date



10. Has the Proposer 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 \_\_\_\_\_

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two (2) years? Yes () No  $\bigotimes$ 

If yes, please describe the incident:

11. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes (\_) No (i)

If so, state the name(s) of the company(ies)

The state(s) where barred or suspended \_\_\_\_\_

State the period(s) of debarment or suspension \_\_\_\_\_

12. Has the organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes () No 🕅

If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

 Within the past five (5) years, has organization failed to complete a project within the scheduled contract time? Yes (\_) No X If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof.

		on utilizing for the proj	ect and describe the work to be pe
by each subcon		1.6.45.	10
	AN ELECTRICAL		
NIKU.	PORTS - CAUL	T, ASPHALT	TADING +SITENS

15. Please attach at least three (3) references from projects of a similar size and scope.

[Remainder of Page Left Intentionally Blank]

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Rivers Edge Community Development District or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or necessary to determine whether the Rivers Edge Community Development District should qualify the Proposer for providing a Proposal for its construction projects, including such matters as the Proposer's ability, standing integrity, quality of performance, efficiency and general reputation.

By: ADAM RUSSO ADAM RUSSO CEO

ame and Title of Person Signing)

This 10 day of JUNE , 2024.

BAILEY ELAINE NORTH Notary Public - State of Florida Commission # HH 116207 My Comm. Expires Apr 11, 2025 Bonded through National Notary Assn

(Corporate Seal)

Sworn to by means of  $\square$  physical presence or  $\square$  online notarization before me this  $\_$   $\boxed{10}$  day of June , 2024.

4/11/2025.  $\geq$ 

(Seal)

Notary Public/ Expiration Date

# COMPANY OWNED MAJOR EQUIPMENT (Attach additional sheets if necessary) Company Name Flogid A CENTIFICA Contractor

Date JUNE 10, 2024

QUANTITY	2				1	2	1				
DESCRIPTION	F350 15	F150'5	TOYOTA TACMA'S	F 250'S	EYE ANATON .	releptausel	SKID STEER				
CAPACITY					ioK	$\gamma k$	ZE				
FLORIDA O											
TED IN OTHER											

## RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT INFORMAL REQUEST FOR PROPOSAL FOR RIVERTOWN RIVERHOUSE PICKLEBALL COURT PROJECT

## PART II. PROPOSAL FORM - (C) PRICING

## SECTION 1. PRICING.

Furnish and install all material, equipment and labor for the work complete and acceptable for construction of all infrastructure and appurtenances as outlined in the Proposal Form attached as Exhibit A (to be prepared and completed by Proposer) for the total lumps sum of:

Four	hundred	Fitty	thousand	twenty	FOUR	dollars	(In Words).
	024.00			(In Fig			

Note: This lump sum amount must match the extended total price on the Proposer-provided Proposal Form attached as **Exhibit A** which shall provide detailed quantities, associated unit costs, and line item costs (extended to provide for total cost). In addition to providing a hard copy of this Bid Form, this information must be submitted electronically by the Proposer in Excel format. Please be advised the selected Contractor will be responsible for construction stakeout and the retention of a surveyor to perform such work; accordingly, a corresponding line item must be included in all submitted Proposals.

The undersigned proposes to construct all work, or portion thereof, necessary to construct four pickleball courts as shown on plans prepared by Prosser Prime AE., and A & J Land Surveyors. Geotechnical Reports and in accordance with St. Johns County, and the St. Johns River Water Management District permits.

All proposals shall include coordination of construction with others.

All applicable federal and State of Florida taxes are included.

The offer in this Proposal Form shall be open to acceptance and is irrevocable for thirty (30) days from the proposal opening date.

If this proposal is accepted by the District within the time period stated above, we will:

- 1. Execute the Contract within seven days of receipt of Notice of Award, unless such time period is otherwise extended by the District.
- 2. Furnish the required bonds within seven days of receipt of Notice of Award.
- 3. Commence work within five days after written Notice to Proceed of this proposal.

In addition to completing the Proposal Form attached hereto as **Exhibit A**, Proposer shall create and provide with its proposal an itemized Schedule of Values for each numbered item set forth on the attached Proposal Form. The Schedule of Values shall outline all work items that will be used for monthly pay requests and the amounts thereon will be used for negotiating change orders. The undersigned has visited the site, examined the plans, specifications and any addenda thereto, is acquainted with and fully understands the character and extent of the Scope of Work covered by this Proposal; and the specific requirements of St. Johns County, and all other regulatory agencies. The undersigned has carefully checked this Proposal after it was prepared and has verified all items, quantities, unit costs, and values and agrees to indemnify and save harmless the Owner against any cost, damage or expense which may be incurred or caused by any error in the preparation of same.

This proposal made by and	on behalf of:	-	
Proposer Signature:			JUNE 10, 2024
Address: 1785 4		UE	
By: OWNER /C	66		
Print Name: AbAM	Russo		

## RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT INFORMAL REQUEST FOR PROPOSAL FOR RIVERTOWN RIVERHOUSE PICKLEBALL COURTS

## PART II. PROPOSAL FORM - (C) PRICING

## TOTAL Item No. & Description \$\_43,775." 1. MOBILIZATION AND SITE PREPARATION \$\_1,950.00 2. EROSION AND SEDIMENT CONTROL \$ 1,350.00 3. STORM WATER POLLUTION PREVENTION \$ 10,637.00 4. CLEARING \$ 255,680.00 5. PICKLEBALL COURTS 500.00 \$ 6. TESTING ALLOWANCE 1,150.00 \$ 7. SEEDING & MULCHING 6,950.00 \$ 8. BONDING/WARRANTY \$ 65,000.00 9. ALTERNATE #1: PICKLEBALL COURT LIGHTING \$ \$3,050.00 10. ALTERNATE #2: BASKETBALL COURT LIGHTING

**Project Total** 

s 450,024.00

1. **MOBILIZATION AND SITE PREPARATION** - Includes the preparatory work and operations in mobilizing to begin the work and demobilizing upon completion of work on the project. Work will include any site preparation necessary for construction. This item will be paid for on a percentage of total construction complete basis.

## Total

Lump Sum Price: \$ 43, 175,00 (	(Numerals)
---------------------------------	------------

## Forty three thousand seven (Written) hundred seventy Five dollars

2. EROSION AND SEDIMENT CONTROL - Includes all measures that are required to comply with the State of Florida water quality standards. This includes, but is not limited to silt screens, sodding, or other such measures that shall prevent the discharge of turbid waters from the site and minimize erosion of all graded areas. This item includes all measures necessary to meet agency quality standards and requirements. Testing results will be provided to the Owner on a regular basis or when requested. The site will be inspected on a regular basis by the Owner's Representative and will produce a weekly report with actions items indicating deficiencies. All Deficiencies must be repaired in seven days or less, or the contractor must provide in writing why the deficiencies cannot be addressed with in the seven-day limit. Failure to correct a deficiency in the first seven days will result in a written warning. If the deficiency is not corrected after fourteen days the Owners Representative will make the repair and the Contractor will be back charged for the cost of the repair and a \$500.00 fine for each line item not addressed. Upon final acceptance of the site from St. Johns County & SJRWMD. The contractor shall remove sediment control measures once the grassing and 70% stabilization is established.

## Total

Lump Sum Price: \$ 1,950.00 (Numerals)

One thousand nine hundred (Written) FIFTY dollars.

3. STORM WATER POLLUTION PREVENTION PLAN - Notice of Intent (NOI) to be filed by the contractor. The contractor shall adhere to all Federal rules and regulations regarding the National Pollutant Discharge Elimination System (NPDES) for construction and ground water discharge. The Storm Water Pollution Prevention Plan (SWPPP) included in these plans shall establish the minimum requirements allowed. The contractor shall implement additional measures, as required, to ensure compliance with the NPDES requirements. This item does include erosion controls item shown on the erosion and turbidity control plans or erosion and turbidity controls required by St. Johns County, or the St. Johns River Water Management District. Contractor shall provide specifications and shop drawings on all material to be used as part of the SWPPP.

## Total

Lump Sum Price:	\$_1	350.00			(Numerals)
		thousand	three	hundre	d (Written)

4. CLEARING - Includes complete clearing and grubbing and burning (if allowed) or removal offsite of all brush, roots, and all other debris in accordance with the City of St. Johns Standards and Specifications in the roadway rights-of-way. Special care shall be taken to ensure preservation of all natural vegetative areas indicated on the plans, existing mailboxes, and existing edge of pavement.

## Total

Lump Sum Price: \$	10,637.00	(Numerals)
T	and the second of the local stand	

## Tenthousand six hundred (Written) thirty seven dollars

5. PICKLEBALL COURTS - Includes construction of pickleball courts in accordance with the USA Pickleball regulations. Courts must maintain an asphalt or concrete base along with resurfacing, coating, and sealing surface to ensure no cracking nor damage is sustained on the courts. Special care shall be taken to ensure netting and fencing will not inflict with the area or play or exceed the proposed edge of pavement.

## Total

Lump Sum Price: \$ 255, 680.00

(Numerals)

Two hundred Fifty five thousand (Written) Six nundred eighty dollars

6. TESTING ALLOWANCE - Although the requirement for testing is stated in other bid items, the cost for all testing associated with the construction of the proposed development Infrastructure is to be included in the Contractors Contract within this allowance. This includes, but is not limited to, all LBR tests, compaction tests, asphalt coring, pressure tests, etc. Please provide an allowance for this item, but all reimbursements for this item will be made to the Contractor based upon the actual testing company invoices. The testing allowance shall be Lump Sum Bid – Price Not to Exceed. Any additional cost for testing requirements beyond this amount will be at the cost of the Contractor. The Owner must approve the Contractors testing company.

## Total

Lump Sum Price: \$_	500.00	(Numerals)
	Five hundred dollars	(Written)

 SEEDING & MULCHING - Includes the complete grassing and mulching of all disturbed areas. Seed selection shall be a mix that is seasonally appropriate to germinate in a timely manner to establish cover.

## Total

Lump Sum Price: \$ 1,150.00	(Numerals)	
one thousand one hundred	(Written)	

- BONDING AND WARRANTY Cost to secure payment in accordance to St. Johns County and Processes and Standards
  - a. Payment and Performance Bond: \$\_\_\_\_\_\_(Numerals) Six thousand dollars (Written) b. Contractor's Warranty: \$\_\_\_\_\_\_(Numerals) \_\_\_\_\_\_\_\_\_(Numerals) \_\_\_\_\_\_\_\_\_(Written)

## Total

Lump Sum Price: \$ 450,024.00	(Numerals)
Four hundred Fifty thousand	(Written)

9. ALTERNATE #1: PICKLEBALL COURT LIGHTING - Includes complete compliance with the electrical plans and lighting installation. The Contractor will be required to locate the source of power for the proposed lighting sources and produce conduit as needed. Standards and Specifications are highlighted in the Manufactures guidelines alone with a minimum distance and length of poles given with the USA Pickleball company.

## Total

Lump Sum Price: \$	65,000.00	(Numerals)

Sixty Five thousand dollars (Written)

10. ALTERNATE #2: BASKETBALL COURT LIGHTING - Includes complete compliance with the electrical plans and lighting installation. The Contractor will be required to locate the source of power for the proposed lighting sources and produce conduit as needed. Standards and Specifications are highlighted in the Manufactures guidelines.

## Total

Lump Sum Price: \$ 63,060.00 (Numerals)

Sixty Have three thousand (Written)

PROJECT TOTAL		
	\$ 450,024	(Numerals)
	Four hundred First	V thoward Written)
	twenty Four dolla	.v <sup>4</sup> 5.

## <u>GENERAL NOTES TO</u> <u>PROPOSAL FORM</u> EXHIBIT A TO PART II. PROPOSAL FORM – (C) PRICING

- 1. The Contractor shall submit a detailed construction schedule with the bid proposal that outlines time frames for major work items. This schedule will be used in bid evaluation.
- 2. The Contractor is required to perform all tests as required by St. Johns County and prior to project acceptance.
- 3. The Contractor is responsible for visually inspecting the entire site prior to submitting bids and notifying the Engineer of discrepancies, which may affect the construction and its cost.
- 4. The selected Contractor will be required to submit an itemized schedule of values outlining all work items that will be used for monthly pay requests.
- 5. Standard contract documents as provided by the Owner will be used for the Contract and General Conditions.
- 6. Stub out all utilities beyond pavement edge as needed to continue into next phase and not disturb pavement of previous phase.
- The Owner will provide the following survey stakeout work for the Contractor. All other necessary survey work must be provided by the Contractor.
   A. Project Benchmark
- 8. The Contractor shall be responsible for coordinating all work necessary with all utility subcontractor companies.
- 9. The Contractor shall be responsible for coordinating the work necessary to complete all final approvals and acceptances.
- 10. Contractor shall complete his work in a professional and workman like manner typical of his industry. There shall be no sections or parts missing. Further, the work shall be complete and able to function for its intended use. The work must be continuous.
- 11. All storm drainage must be maintained to each property owner during construction. If this does not occur, the Contractor will be responsible for any damage that may result.
- 12. Burning of clearing debris generated on this project area may be burned as allowed by the St. Johns County Fire Marshall.

- 13. The Contractor shall specify subcontractors to be used for major work items, i.e. water, reuse, paving.
- 14. Contractor shall secure and pay for all paving and drainage construction permits, building permits, right- of way construction permits, county permit, electrical permit, water and electrical meters (if applicable), installation fees, electrical inspection fees, if any required.

## RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT INFORMAL REQUEST FOR PROPOSAL FOR RIVERTOWN RIVERHOUSE PICKLEBALL COURT PROJECT

## PART II. PROPOSAL FORM - (D) SCHEDULE

Contractor shall submit along with this Proposal a chart of its detailed project schedule. The chart shall use July 1, 2024, as the start date for the project and use calendar days for purposes of indicating the project's duration. The chart shall also include such milestones included at the Proposer's discretion; however, at the very least the chart shall identify dates for the issuance of the Notice to Proceed, the achievement of Substantial Completion and the application for Final Payment, as such events are defined in the Standard General Conditions of the Contract, respectively. In addition to the definitions in the Standard General Conditions of the Contract, Substantial Completion shall include the completion of pavement and a punch list from St. Johns County and application for Final Payment shall include receipt of St. Johns County Subdivision Acceptance Letter. Important milestones to be clearly denoted in the schedule include: St. Johns County Acceptance Schedule and System Acceptance Schedule. The number of days occurring between the issuance of the Notice to Proceed and the achievement of Substantial Completion is: 130 (in figures); (in words) One hundred thrity daws Final Payment is: application of achievement of the (in figures). (in words)

The Owner reserves the right to waive any informalities, or to reject any and all proposals.

## AFFIDAVIT FOR INDIVIDUAL

STATE OF FL COUNTY OF St. Johns ) SS ) Adam Russo statements and answers to the preceding questions 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 constitute fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal. (Proposer must also sign here) Sworn to before me by means of the physical presence or  $\Box$  online notarization this \_\_\_\_\_\_ , 2024. BAILEY ELAINE NORTH Notary Public / Expiration Date: Notary Public - State of Florida Commission = HH 116207 My Comm. Expires Apr 11, 2025 Bonded through National Notary Assn. (SEAL)

day of

## AFFIDAVIT FOR PARTNERSHIP

	EI			
STATE OF	FC	}	ss	
COUNTY OF	St. Johns	5	33	
COUNTIN		2		
		is a member of the fir	m of	
of the date of the statements on the	n, deposes and says that the s is affidavit; and, that he/she is application constitutes frau d cause for rejecting Propose	d; and, that the Distric	monal inclusion of faise	, deceptive of madadient
		(Signature of	f a General Partner is Rec	mired)
		(Signature o		1
		/		
	re me by means of $\Box$ p , 2024. / Expiration Date:	ohysical presence o	r 🗆 onine notarizati	on this <u>day</u> of
(SEAL)				
/				

## AFFIDAVIT FOR CORPORATION

STATE OF	)	
COUNTY OF	) \$5	
		/
(title)		
of the		, the statements and answers to the preceding
false, deceptive or fraudulent statements on the part of the Proposer to constitute	on this application constitutes frau	she understands that intentional inclusion of d; and, that the District considers such action s proposal.
	Officer must also	sign here)
		CORPORATE SEAL
Sworn to before me by means of , 2024.	$\Box$ physical presence or $\Box$	online notarization this day of
, 2024.	/	
Notary Public / Expiration Date:		
(SEAL)		
/-		

## SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(N) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

- 1.

This sworn statement is submitted to Rivers Edge Community Development District (print name of the public entity)

by ADAN	n Russo
	(print individual's name and title)
for FLOR	IDA CERTIFICO CONTRACTORS
	(print name of entity submitting sworn statement)
whose business :	address is
1785	LAKESIDE AVENUE
54.1	AUGUSTINE, FLORIDA 32084
	e) its Federal Employer Identification Number (FEIN) is <u>20 - 4219240</u>

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement

- I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a 2. 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 any agency or political subdivision of any other state or of 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.
- I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a 3. finding of guilt or a conviction of a public entity crime, with or without an adjudications 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 a jury verdict, nonjury trial, or entry of a please of guilty or nolo contendere.
  - I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means: 4.
    - 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.
  - I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person 5. 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.

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

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

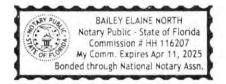
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members or agents who are active in the 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

STATE OF FLORIDA COUNTY OF ST. JOHNS

Sworn to (or affirmed) and subscribed before me by means of physical presence or O online notarization, this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2024, by Adam PUSSO



(Official Notary Signatur	re & Seal)
Name: Balley North	Baugh
Personally Known	
OR Produced Identification	
Type of Identification	V

## RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT AFFIDAVIT OF NON-COLLUSION

## STATE OF FLORIDA COUNTY OF ST. JOHNS

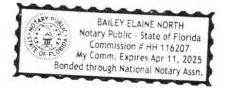
I, \_\_\_\_\_\_\_, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is an officer or principal) in the firm of \_\_\_\_\_\_\_ and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated this 10 day of June, 2024.

Signature by authorized representative of Proposer

STATE OF FLORIDA COUNTY OF ST. JOHNS

Sworn to (or affirmed) and subscribed before me by means of physical presence or □ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_\_



(Official Notary Sign	ature & Seal)
Name: Bailey NOR	n Baugh
Personally Known	1
OR Produced Identification _	0
Type of Identification	

## SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES

## RIVERS EDGE CDD RIVERTOWN RIVERHOUSE PICKLEBALL COURTS ST. JOHNS COUNTY, FLORIDA

## THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

	This sworn statement is submitted to $\underline{B}$	(print individual's name and title)
	for FLOMIDA CENTIFIE	AKESIDE AVEC, ST. AUGUSTINE, FL
	whose business address is 1785 A	AKESIDE AVE, ST. AUGUSTINE, FL
	to, and may not, bid on, submit a proposal f goods or services of \$1 million or more if at of an existing contract, the company (a) is o section 215.4725, <i>Florida Statutes</i> , or is er Activities in Sudan List or the Scrutinized	ions, section 287.135, <i>Florida Statutes</i> , declares a company is ineligible for, or enter into or renew a contract with a local governmental entity for the time of bidding or submitting a proposal for a new contract or renewal n the Scrutinized Companies that Boycott Israel List, created pursuant to agaged in a boycott of Israel; (b) is on the Scrutinized Companies with Companies with Activities in the Iran Terrorism Sectors List, created s; or (c) is engaged in business operations in Cuba or Syria.
	Rivers Edge Community Development Di	ne the entity submitting this sworn statement submits its proposal to the strict, neither the entity, nor any of its officers, directors, executives, is listed on either the Scrutinized Companies with Activities in Sudar
	List or the Scrutinized Companies with Au that Boycott Israel List or is engaged in a b	ctivities in the Iran Terrorism Sectors List, the Scrutinized Companies boycott of Israel, or is engaged in business operations in Cuba or Syria.
	List or the Scrutinized Companies with Ad that Boycott Israel List or is engaged in a b If awarded the Contract, the entity will im writing if either the entity, or any of its offi- placed on either the Scrutinized Company	ctivities in the Iran Terrorism Sectors List, the Scrutinized Companies boycott of Israel, or is engaged in business operations in Cuba or Syria. mediately notify the Rivers Edge Community Development District in icers, directors, executives, partners, shareholders, members, or agents, is nies with Activities in Sudan List, the Serutinized Companies with st, the Scrutinized Companies that Boycott Israel List or is engaged in a operations in Cuba or Syria.
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Л	List or the Scrutinized Companies with Ad that Boycott Israel List or is engaged in a b If awarded the Contract, the entity will im writing if either the entity, or any of its offi placed on either the Scrutinized Compan Activities in the Iran Terrorism Sectors Lis boycott of Israel, or is engaged in business E OF FLORIDA ITY OF ST. JOHNS	ctivities in the Iran Terrorism Sectors List, the Scrutinized Companies boycott of Israel, or is engaged in business operations in Cuba or Syria. mediately notify the Rivers Edge Community Development District in icers, directors, executives, partners, shareholders, members, or agents, is nies with Activities in Sudan List, the Serutinized Companies with st, the Scrutinized Companies that Boycott Israel List or is engaged in a operations in Cuba or Syria. Signature by authorized representative of Proposer bysical presence or □ online notarization this <u>10</u> day of <u>as CEO Jourien</u> day of <u>1116</u> [entity]. Dawyfue Name: Bailey NOFH

## TRENCH SAFETY ACT COMPLIANCE STATEMENT

## INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the Project comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All Proposers are required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Project's Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

## **CERTIFICATION**

- I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
- The estimated cost imposed by compliance with The Trench Safety Act will be:
   ZERO Dollars (Written)
   \$ O (Figures).
- 3. The amount listed above has been included within the Proposal.

Dated this 10	day ofNE	, 2024.
	Proposer:	h
		4
	By: <u>A</u> Title:	COLOWNER

## STATE OF FLORIDA COUNTY OF ST. JOHNS

Signature of Notary Public taking acknowledgement

My Commission Expires: \_\_\_\_\_

(SEAL)



## TRENCH SAFETY ACT COMPLIANCE COST STATEMENT

## INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that all Proposers submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

By executing this statement, proposer acknowledges that included in the various items of its Proposal and in the total Proposal price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Proposer further identifies the costs as follows:

Quantity	Unit Cost <sup>1</sup>	Item Total Cost
0	0	0
	Project Total	0
NE	, 2024.	
Λ		
	ONE	Project Total

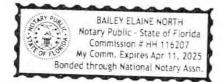
STATE OF FLORIDA COUNTY OF ST. JOHNS

Sworn to (or affirmed) and subscribed before me by means of physical presence or  $\Box$  online notarization this 10 day of <u>JUNE</u>, 2024, by <u>Agam Auss</u>, of the intermatical who is personally known to me or  $\Box$  who has produced \_\_\_\_\_\_ as identification, and who  $\Box$  did or  $\Box$  did not take an oath.

Signature of Notary Public taking acknowledgement

My Commission Expires: 4/

(SEAL)



<sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

		FL	DBONISOLL											
Ą		ER	TIF	FICATE OF LIA	BIL	ITY INS	URAN	CE		(MM/DD/YYYY) /8/2024				
C B R	HIS CERTIFICATE IS ISSUED AS A ERTIFICATE DOES NOT AFFIRMAT ELOW. THIS CERTIFICATE OF INS EPRESENTATIVE OR PRODUCER, AI	IVELY SURA ND TH	' OR NCE IE CI	R NEGATIVELY AMEND, DOES NOT CONSTITU ERTIFICATE HOLDER.	EXTE TE A	ND OR ALT CONTRACT	ER THE CO BETWEEN	VERAGE AFFORDED THE ISSUING INSURER	BY TH (S), AL	E POLICIES JTHORIZED				
1 14	MPORTANT: If the certificate holde SUBROGATION IS WAIVED, subjection subjection of the sectificate does not confer rights to	nt to	the	terms and conditions of	the pol	licy, certain p	oolicies may	VAL INSURED provision require an endorsement	nsorb nt Ast	e endorsed. tatement on				
	DUCER				CONTAI NAME:	cr Danielle	Kenney	EAX						
340	es Hewett & Floyd Insurance Agency 0 Crill Ave, Suite 2			PHONE (AC, No, Ext): (386) 328-1100 E-MAIL										
Pala	atka, FL 32177			r	E-MAIL ADDRESS: danielle@bates-hewett.com INSURER(S) AFFORDING COVERAGE									
					NSURE	RA:ASI Ass				12196				
INS	JRED			·		RB:Auto-O				18988				
	Florida Certified Contractor	s LLC						yers ins. Co		10701				
	1785 Lakeside Ave. St. Augustine, FL 32084							l Ins Company		10190				
					INSURE	RE:Souther	m Owners	ins		10130				
	VERAGES CER	TIFIC		NUMBER:	1100112			REVISION NUMBER:						
T	HIS IS TO CERTIFY THAT THE POLICI NDICATED. NOTWITHSTANDING ANY F ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	ES OF EQUIE PERT POLIC	INS REME TAIN, CIES,	URANCE LISTED BELOW I ENT, TERM OR CONDITION THE INSURANCE AFFORI LIMITS SHOWN MAY HAVE	N OF A	NY CONTRAC ( THE POLICI REDUCED BY I	ES DESCRIB PAID CLAIMS.	ED HEREIN IS SUBJECT						
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A	CLAIMS-MADE X OCCUR			F001 0440002005 04		4/5/2024	4/5/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$   \$	100,000				
	CLAIMS-MADE X OCCUR			ESGL2410003285-01		4/3/2024	41512025	MED EXP (Any one person)	\$   \$	0				
ļ								PERSONAL & ADV INJURY	\$	1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	s	2,000,000				
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в	OTHER:	<u> </u>		·				COMBINED SINGLE LIMIT		1,000,000				
"				5403286500		9/1/2023	9/1/2024	(Ea accident) BODILY INJURY (Per person)	s					
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A	UMBREILA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE			ESXS2410003286-01		4/5/2024	4/5/2025	AGGREGATE	<u>s</u>	5,000,000				
	A EXCESS LAB CDAMS-MADE							AGGREGATE	<u> </u>					
C	WORKERS COMPENSATION			· · · · · · · · · · · · · · · · · · ·				X PER OTH- STATUTE ER						
	AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		830-54644		7/19/2023	7/19/2024	E.L. EACH ACCIDENT	\$	1,000,000				
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYE	1	1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below Pollution&Profession	-		ENV562010941-01		7/16/2023	7/16/2024	E.L. DISEASE - POLICY LIMIT	<u> </u> \$	1,000,000				
D   E				78032865		9/1/2023	9/1/2024	Limit		150,000				
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DE	SCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LE3 (A	CORL					,						
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## & PROPERTY MANAGEMENT, INC.

April 24, 2024

To whom it may concern:

RE: Florida Certified Contractors (FCC)

I am the founder and CEO of Coastal Realty & Property Management Inc and, proud to say, a native of St. Augustine.

For 31 years Coastal has managed Condominium and Homeowners Associations in St. Augustine and St. Johns County. It is this area of our business where we met Adam Russo and his team at Florida Certified Contractors.

We have completed many projects over the years, both small and large, from small stucco repairs to roof repairs, building paint projects and full roof replacements on our condominium buildings. We have also worked with them on large concrete restoration projects on these older beachfront buildings. Our projects with FCC have always been timely and on budget. His team is polite, respectful and understands these buildings are occupied and cleanliness of the jobsite is of utmost importance.

I am proud to have Florida Certified Contractors on our vetted and approved vendor list. I would without hesitation highly recommend them.

Please let me know if further information is needed.

Sincerely.

Judy S. Alligood CEO/Broker/LCAM

3942 A1A South \* St. Augustine, FL 32080 \* Office (904) 471-6606 – Ext 106 Email: Judy@CoastalRealtyFL.com Tonia Price 240 Canal Blvd Ste. 2 Ponte Vedra Beach, FL 32082

April 22, 2024

City of St. Augustine 75 King Street #432 St. Augustine, FL 32084

**Re: Recommendation for Florida Certified Contractors** 

To Whom It May Concern,

I am pleased to write this letter in recommendation of Florida Certified Contractors, a highly competent and professional team based in Saint Augustine, Florida. My name is Tonia Price, and as a Property Manager, I have extensively collaborated with them on numerous renovation and restoration projects, both large and small.

Florida Certified Contractors has consistently demonstrated an exceptional level of expertise and commitment throughout our partnership. Their team excels in managing renovation and restoration projects with precision, adhering strictly to both local and national building codes, which ensures the safety and durability of their work.

One of the aspects that sets Florida Certified Contractors apart is their attention to detail and organizational skills. They maintain a clean and orderly job site, crucial for ensuring safety and minimizing disruptions during the restoration process. Their ability to adapt to unexpected challenges exemplifies their problem-solving skills and dedication to project success.

Furthermore, they exhibit strong communication skills, keeping us informed throughout the construction process and making well-considered recommendations that have saved us time and money. This proactive approach in communication has been invaluable in achieving our project goals effectively and efficiently.

I am confident in recommending Florida Certified Contractors for any renovation or restoration project. Their reliability, extensive industry knowledge, and commitment to customer satisfaction make them a standout provider in the construction industry.

4/24/24, 11:28 AM

Florida Certified Contractors Mail - The Alexandria, San Marco



Brendan Strange <brendan@fccbuilders.com>

## The Alexandria, San Marco

John M. Gaultney <johngaultney@yahoo.com> To: Brendan Strange <brendan@fccbuilders.com> Wed, Apr 24, 2024 at 9:39 AM

To Whom It May Concern:

The 89-unit (12 buildings) condominium called The Alexandria has had extensive experience with Florida Certified Contractors (FCC) for three plus years. We are a historic community in San Marco, Jacksonville.

Our experience has been excellent in quality of work, competitive pricing, completing jobs on time, and their responsiveness to resolving any typical issues during the construction phase.

On the basis of the above-mentioned experiences, The Alexandria Condominium Association highly recommends FCC as it is our contractor of choice.

Best Regards,

John M. Gaultney, Treasurer, Alexandria Condominium Association

April 24, 2024

Please feel free to contact me should you need further information or a more detailed account of my experiences working with Florida Certified Contractors.

Sincerely, ide 1 14> 

Topia Price, CAM Community Association Manager

Email: tprice@maymgt.com M: 904-547-0669 O: 904-273-9832 ext. 165

## **Rivertown Pickelball Court Schedule**

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   | As builds | Seeding & Mulching  
   
  | Nets and equipment  | Chain link and wind screen   
   | Court coatings  
   
  | Asphalt base and cure   | Fence posts   | Light poles / lights  | Flat work & Court curbs  | Sub base  | Electrical conduit  | Rough grade   
  | Demo trees and dear site   | PICKELBALL COURT CONSTRUCTION   | Task Name                         |
|   |   |      | <br> |      |     | 5d                              | 1d                    | 2d       | 1d   
   | 5d        | 5d  
   
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1785 Lakeside Avenue, 587 Javenue, 72 32084 51. Augustine, FL 32084 0ffice: 904.824.2301

## Recently completed / Ongoing Project List

## Grand Villas Resort Blue Green Corporation Resort.

Scope of work: Exterior restoration of buildings, site work, amenities Project Value: \$5,210,110 Completed June 1<sup>st</sup>, 2023.

## Scope of work: Waterproofing, windows, and stucco restoration Project Value: \$3,310,200, Completed 11.28.2023

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Valencia Condominiums

Scope of work: Waterproofing, and stucco restoration Project Value \$1,785,500 Completed January 15<sup>th</sup>, 2023

## Old San Jose Condominiums

Scope of work: Waterproofing, and stucco restoration Project Value \$860,440 Completed January 20th 2023

## Hibiscus Condominiums

Scope of work: Waterproofing, and stucco restoration Project Value \$1,985,710 Completed February 25th 2022

## \_ Deertoot Point Condominiums\_

Scope of work: Concrete site work, roots, waterprooting Project Value \$1,985,710 Completed July. 1st 2022

## Sugar mill Condominiums \_\_\_\_\_

Scope of work: Waterproofing, roofing and stucco restoration Project Value \$5,211,000 In progress, anticipated completion date June 2025

## Ocean Park Condominiums

Scope of work: Waterproofing, and concrete restoration Project Value \$3,285,880 In progress, completion date May 25<sup>th</sup> 2024

PH: 904.824.2301

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1785 Lakeside Avenue St. Augustine, FL 32084 Office: 904.824.2301

## Bid qualifications & notes.

## **Building qualifications:**

- 1. Water and power to be provided by owner.
- 2. All fee except for permit is not included