

NEWPORT ISLES

COMMUNITY DEVELOPMENT DISTRICT

October 26, 2022

BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Newport Isles Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

October 19, 2022

Board of Supervisors
Newport Isles Community Development District

Dear Board Members:

The Board of Supervisors of the Newport Isles Community Development District will hold a Regular Meeting on October 26, 2022 at 10:00 a.m., at WRA Engineering, 7978 Cooper Creek Blvd., Suite 102, University Park, Florida 34201. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of Supervisor George Misenhelder, Seat 3 (*Term Expires November 2024*)
4. Consider Appointment to Fill Unexpired Term of Vacant Seat 3 (*Term Expires November 2022*)
 - Administration of Oath of Office to Newly Appointed Supervisor (*the following will be provided in a separate package*)
 - I. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - II. Membership, Obligations and Responsibilities
 - III. Financial Disclosure Forms
 - a. Form 1: Statement of Financial Interests
 - b. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - c. Form 1F: Final Statement of Financial Interests
 - IV. Form 8B – Memorandum of Voting Conflict
5. Consideration of Resolution 2023-01, Designating Certain Officers of the District, and Providing for an Effective Date
6. Consideration of Work Authorization for Engineering Services

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

7. Consideration of Response(s) to RFP for Clearing and Grading Project (North Phase)
 - A. Proof/Affidavit of Publication
 - B. Respondent(s): RIPA & Associates, LLC
 - C. Ranking
 - D. Award of Contract
8. Consideration of Response(s) to RFP for Clearing and Grading Project (South Phase)
 - A. Proof/Affidavit of Publication
 - B. Respondent(s): RIPA & Associates, LLC
 - C. Ranking
 - D. Award of Contract
9. Consideration of Acquisition and Advanced Funding Agreement
10. Consideration of Construction Funding Agreement (Clearing and Grading Project -South Phase)
11. Consideration of Temporary Construction Easement (CC Manatee Land Investments, LLC)
12. Consideration of Responses to RFQ for Engineering Services
 - A. Proof/Affidavit of Publication
 - B. Respondent(s)
 - I. Lighthouse Engineering, Inc.
 - II. WRA Engineering, LLC
 - C. Ranking
 - D. Award of Contract
13. Acceptance of Unaudited Financial Statements as of September 30, 2022
14. Approval of August 15, 2022 Public Hearing and Regular Meeting Minutes
15. Staff Reports
 - A. District Counsel: *KE Law Group, PLLC*

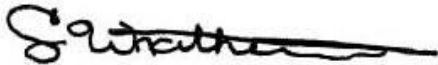
- B. District Engineer (Interim): *WRA Engineering, LLC*
- C. District Manager: *Wrathell, Hunt & Associates, LLC*
 - NEXT MEETING DATE: November 21, 2022 at 10:00 A.M.
 - QUORUM CHECK

Susan Collins	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Richard James	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Vacant	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Clifton Fischer	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Jake Essman	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

- 16. Board Members' Comments/Requests
- 17. Public Comments
- 18. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Kristen Suit at (410) 207-1802.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 943 865 3730

NEWPORT ISLES

COMMUNITY DEVELOPMENT DISTRICT

3

NOTICE OF TENDER OF RESIGNATION

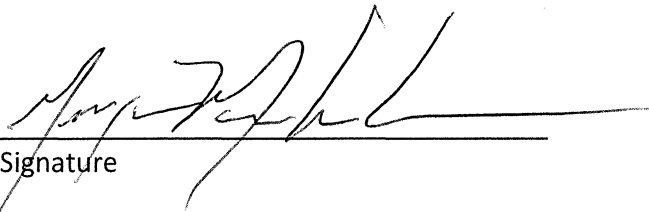
To: Board of Supervisors
Newport Isles Community Development District
Attn: Craig Wrathell, District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

From: GEORGE MISENHEIDER
Printed Name

Date: 8/18/22
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Newport Isles Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and personally presented at a duly noticed meeting of the Board of Supervisors, scanned and electronically transmitted to gillyardd@whhassociates.com or faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.


Signature

NEWPORT ISLES

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEWPORT ISLES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District desires to designate certain Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NEWPORT ISLES COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. _____ is appointed Chair.

SECTION 2. _____ is appointed Vice Chair.

SECTION 3. **Craig Wrathell** is appointed Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

 Kristen Suit is appointed Assistant Secretary.

SECTION 4. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALL LEFT BLANK]

PASSED AND ADOPTED this 26th day of October, 2022.

ATTEST:

**NEWPORT ISLES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

7A



Beaufort Gazette
 Belleville News-Democrat
 Bellingham Herald
 Bradenton Herald
 Centre Daily Times
 Charlotte Observer
 Columbus Ledger-Enquirer
 Fresno Bee

The Herald - Rock Hill
 Herald Sun - Durham
 Idaho Statesman
 Island Packet
 Kansas City Star
 Lexington Herald-Leader
 Merced Sun-Star
 Miami Herald

el Nuevo Herald - Miami
 Modesto Bee
 Raleigh News & Observer
 The Olympian
 Sacramento Bee
 Fort Worth Star-Telegram
 The State - Columbia
 Sun Herald - Biloxi

Sun News - Myrtle Beach
 The News Tribune Tacoma
 The Telegraph - Macon
 San Luis Obispo Tribune
 Tri-City Herald
 Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
87977	315417	Print Legal Ad - IPL0089035		\$308.88	3	87 L

Attention: Daphne Gillyard
 Newport Isles CDD
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

**THE NEWPORT ISLES COMMUNITY DEVELOPMENT DISTRICT
 NOTICE OF REQUEST FOR PROPOSALS
 CLEARING AND GRADING PROJECT (NORTH PHASE)
 Manatee County, Florida**

The Newport Isles Community Development District ("District" or "CDD"), located in Manatee County, Florida, hereby announces that it is soliciting proposals from qualified firms ("Proposers") to provide labor, materials, equipment, and construction necessary for site and development work necessary to prepare the site in accordance with the District's capital improvement plan. The District is simultaneously conducting two requests for proposals ("RFP") and is soliciting proposals for (i) the Clearing and Grading Project (North Phase), pursuant to this RFP which generally consists of clearing, excavation, grading, and backfilling, as shown on the construction plans, and other improvements necessary for the planned residential development in the northern portion of the site, and (ii) the Clearing and Grading Project (South Phase), pursuant to a separate RFP, which generally consists of clearing, excavation, grading, and backfilling, as shown on the construction plans, and other improvements necessary for the planned residential development in the southern portion of the site. The District encourages proposers to submit proposals for both projects, but due to the large sizes of both projects, may select two contractors in order to ensure timely delivery of the projects.

The "Project Manual," consisting of instructions to Proposers, technical information, contract forms, Proposal forms, construction plans, and other materials, will be available upon request from ccuffie@wraengineering.com and is expected to be available beginning **September 12, 2022, at 9:00 a.m. (EST)**. The District reserves the right in its sole discretion to make changes to the Project Manual up until the Proposal Deadline (defined herein), and to provide notice of such changes only to those Proposers who have provided their contact information to the Interim District Engineer via e-mail at ccuffie@wraengineering.com.

To be eligible to submit a proposal, and in addition to any other requirements set forth in the Project Manual, an interested firm must hold all required local, state and federal licenses in good standing, and be authorized to do business in the Manatee County and the State of Florida. **TIME IS OF THE ESSENCE WITH RESPECT TO THE PROJECTS.**

Firms desiring to provide services for the Clearing and Grading Project (North Phase) must submit one (1) original copy and one (1) electronic copy (PDF format and all documents included on a USB flash drive) of the required Proposal no later than **Friday, October 14, 2022 at 12:00 p.m. (EST) ("Proposal Deadline")**, at the offices of the Interim District Engineer, c/o WRA Engineering, LLC, 7978 Cooper Creek Boulevard, Suite 102, University Park, Florida 34201 ("Interim District Engineer's Office") (or at an alternative location to be determined and announced). Additionally, as further described in the Project Manual, each Proposer shall supply a proposal bond or cashier's check in an amount not less than ten percent (10%) of total proposal price with its proposal.

Proposals shall be in the form provided in the Project Manual and submitted in a sealed envelope that shall bear "RESPONSE TO REQUEST FOR PROPOSALS (Newport Isles Community Development District - Clearing and Grading Project (North Phase)) ENCLOSED" on the face of it. The District reserves the right to return unopened to the Proposer any Proposals received after the time and date stipulated above. Each Proposal shall remain binding for a minimum of thirty (30) days after the Proposal opening.

Proposals will be evaluated in accordance with the criteria included in the Project Manual. **The District reserves the right to reject any and all Proposals, make modifications to the work, award the contracts in whole or in part with or without cause, and waive minor or technical irregularities in any Proposal, as it deems appropriate, and if the District determines in its discretion that it is in the District's best interests to do so.** Any protest of the Project Manual, including, but not limited to the terms and specifications, must be filed in writing within seventy-two (72) hours after issuance of the Project Manual, together with a protest bond in a form acceptable to the District and in the amount of \$150,000. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. Failure to timely file a protest, or failure to timely post a protest bond, will result in a waiver of proceedings under Chapter 190, Florida Statutes, and other law. Additional information and requirements regarding protests are set forth in the Project Manual and the District's Rules of Procedure, which are available from the District Manager, Wrathell, Hunt and Associates, LLC, at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by sending an email to gillyard@whhassociates.com, (561)571-0010.

The successful Proposer will be required upon award to furnish payment and performance bonds for one hundred percent (100%) of the value of the contract (as described in the Project Manual), with a surety acceptable to the District, and in accordance with Section 255.05, Florida Statutes.

NOTICE OF SPECIAL MEETING TO OPEN PROPOSALS

Pursuant to Section 255.0518, Florida Statutes, the proposals will be publicly opened at a meeting of the District to be held at the Proposal Deadline and at the District Engineer's Office. The purpose of the special meeting will be to announce the names of the proposers and pricing. No decisions of the District's Board of Supervisors ("Board") will be made at that time. A copy of the agenda for the meeting can be obtained from Wrathell, Hunt and Associates, LLC, the District Manager, Kristen Suit, at suitk@whhassociates.com, with a copy to Daphne Gillyard, at gillyard@whhassociates.com.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. Participants may attend the meeting telephonically by contacting the Interim District Engineer's Office at 1-941-358-3824. At the above location will be present a speaker telephone so that any Board Supervisor or staff member or the public can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the Interim District Engineer's Office at 1-941-358-3824, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Any and all questions relative to this procurement shall be directed in writing by e-mail only to the Interim District Engineer, Clint Cuffie, at ccuffie@wraengineering.com with e-mail copies to District Managers, Craig Wrathell (wrahellc@whhassociates.com) and Kristen Suit, (suitk@whhassociates.com), and District Counsel, Jere Earlywine (jere@kelawgroup.com) and Meredith Hammock (meredith@kelawgroup.com). No phone inquiries please.
 IPL0089035
 Sep 12 2022

THE STATE OF TEXAS COUNTY OF DALLAS

Before the undersigned authority personally appeared Ryan Dixon, who, on oath, says that she is a Legal Advertising Representative of The Bradenton Herald, a daily newspaper published at Bradenton in Manatee County, Florida; that the attached copy of the advertisement, being a Legal Advertisement in the matter of Public Notice, was published in said newspaper in the issue(s) of:

No. of Insertions: 1
 Beginning Issue of: 09/12/2022
 Ending Issue of: 09/12/2022

THE STATE OF FLORIDA COUNTY OF MANATEE

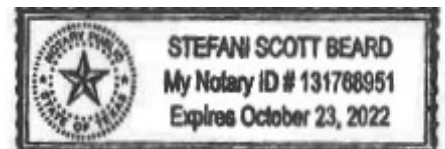
Affidavit further says that the said publication is a newspaper published at Bradenton, in said Manatee County, Florida, and that the said newspaper has heretofore been continuously published in said Manatee County, Florida, each day and has been entered as second-class mail matter at the post office in Bradenton, in said Manatee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Ryan Dixon

Sworn to and subscribed before me this 24th day of October in the year of 2022

Stefani Beard

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
 Legal document please do not destroy!

NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

7C

Newport Isles Community Development District

Construction Manager Request for Qualifications – Clearing and Grading Project (North Phase)

Evaluation Criteria

	Preliminary Requirements	Experience	Personnel & Equipment	Financial Capability	Price	Schedule	TOTAL
<i>weight factor</i>	Pass/Fail	25	15	10	25	25	100
NAME OF RESPONDENT							
RIPA & Associates, LLC							

Board Member's Signature

Date

NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

8A



Beaufort Gazette
 Belleville News-Democrat
 Bellingham Herald
 Bradenton Herald
 Centre Daily Times
 Charlotte Observer
 Columbus Ledger-Enquirer
 Fresno Bee

The Herald - Rock Hill
 Herald Sun - Durham
 Idaho Statesman
 Island Packet
 Kansas City Star
 Lexington Herald-Leader
 Merced Sun-Star
 Miami Herald

el Nuevo Herald - Miami
 Modesto Bee
 Raleigh News & Observer
 The Olympian
 Sacramento Bee
 Fort Worth Star-Telegram
 The State - Columbia
 Sun Herald - Biloxi

Sun News - Myrtle Beach
 The News Tribune Tacoma
 The Telegraph - Macon
 San Luis Obispo Tribune
 Tri-City Herald
 Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
87977	315385	Print Legal Ad - IPL0089021		\$308.88	3	87 L

Attention: Daphne Gillyard
 Newport Isles CDD
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

**THE NEWPORT ISLES COMMUNITY DEVELOPMENT DISTRICT
 NOTICE OF REQUEST FOR PROPOSALS
 CLEARING AND GRADING PROJECT (SOUTH PHASE)
 Manatee County, Florida**

The Newport Isles Community Development District ("District" or "CDD"), located in Manatee County, Florida, hereby announces that it is soliciting proposals from qualified firms ("Proposers") to provide labor, materials, equipment, and construction necessary for site and development work necessary to prepare the site in accordance with the District's capital improvement plan. The District is simultaneously conducting two requests for proposals ("RFP") and is soliciting proposals for (i) the Clearing and Grading Project (South Phase), pursuant to this RFP which generally consists of clearing, excavation, grading, and backfilling, as shown on the construction plans, and other improvements necessary for the planned residential development in the southern portion of the site, and (ii) the Clearing and Grading Project (North Phase), pursuant to a separate RFP, which generally consists of clearing, excavation, grading, and backfilling, as shown on the construction plans, and other improvements necessary for the planned residential development in the northern portion of the site. The District encourages proposers to submit proposals for both projects, but due to the large sizes of both projects, may select two contractors in order to ensure timely delivery of the projects.

The "Project Manual," consisting of instructions to Proposers, technical information, contract forms, Proposal forms, construction plans, and other materials, will be available upon request from ccuffie@wraengineering.com and is expected to be available beginning **September 12, 2022, at 9:00 a.m. (EST)**. The District reserves the right in its sole discretion to make changes to the Project Manual up until the Proposal Deadline (defined herein), and to provide notice of such changes only to those Proposers who have provided their contact information to the Interim District Engineer via e-mail at ccuffie@wraengineering.com.

To be eligible to submit a proposal, and in addition to any other requirements set forth in the Project Manual, an interested firm must hold all required local, state and federal licenses in good standing, and be authorized to do business in the Manatee County and the State of Florida. **TIME IS OF THE ESSENCE WITH RESPECT TO THE PROJECTS.**

Firms desiring to provide services for the Clearing and Grading Project (South Phase) must submit one (1) original copy and one (1) electronic copy (PDF format and all documents included on a USB flash drive) of the required Proposal no later than **Friday, October 14, 2022 at 12:00 p.m. (EST) ("Proposal Deadline")**, at the offices of the Interim District Engineer, c/o WRA Engineering, LLC, 7978 Cooper Creek Boulevard, Suite 102, University Park, Florida 34201 ("Interim District Engineer's Office") (or at an alternative location to be determined and announced). Additionally, as further described in the Project Manual, each Proposer shall supply a proposal bond or cashier's check in an amount not less than ten percent (10%) of total proposal price with its proposal.

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Any and all questions relative to this procurement shall be directed in writing by e-mail only to the Interim District Engineer, Clint Cuffie, at ccuffie@wraengineering.com with e-mail copies to District Managers, Craig Wrathell (wrathell@whhassociates.com) and Kristen Suit, (suits@whhassociates.com), and District Counsel, Jere Earlywine (jere@kelawgroup.com) and Meredith Hammock (meredith@kelawgroup.com). No phone inquiries please.
 IPL0089021
 Sep 12 2022

**THE STATE OF TEXAS
 COUNTY OF DALLAS**

Before the undersigned authority personally appeared Ryan Dixon, who, on oath, says that she is a Legal Advertising Representative of The Bradenton Herald, a daily newspaper published at Bradenton in Manatee County, Florida; that the attached copy of the advertisement, being a Legal Advertisement in the matter of Public Notice, was published in said newspaper in the issue(s) of:

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**THE STATE OF FLORIDA
 COUNTY OF MANATEE**

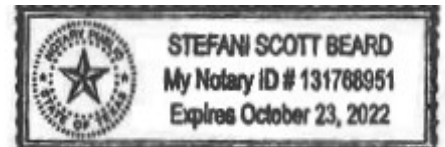
Affidavit further says that the said publication is a newspaper published at Bradenton, in said Manatee County, Florida, and that the said newspaper has heretofore been continuously published in said Manatee County, Florida, each day and has been entered as second-class mail matter at the post office in Bradenton, in said Manatee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Ryan Dixon

Sworn to and subscribed before me this 24th day of October in the year of 2022

Stefani Beard

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
 Legal document please do not destroy!

NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

8C

Newport Isles Community Development District

Construction Manager Request for Qualifications – Clearing and Grading Project (South Phase)

Evaluation Criteria

	Preliminary Requirements	Experience	Personnel & Equipment	Financial Capability	Price	Schedule	TOTAL
<i>weight factor</i>	Pass/Fail	25	15	10	25	25	100
NAME OF RESPONDENT							
RIPA & Associates, LLC							

Board Member's Signature

Date

NEWPORT ISLES

COMMUNITY DEVELOPMENT DISTRICT

9

ACQUISITION AND ADVANCED FUNDING AGREEMENT

THIS ACQUISITION AND ADVANCED FUNDING AGREEMENT (“Agreement”) is made and entered into, by and between the following parties and to be effective as of October 26, 2022:

NEWPORT ISLES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and with an address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”), and

CORNERSTONE LAND COMPANY, LLC, a Florida limited liability company, and with an address of 1901 Ulmerton Road, Suite 475, Clearwater, Florida 33762 and the developer of lands within the boundary of the District (“**Developer**”), and

CC MANATEE LAND INVESTMENTS, LLC, a Florida limited liability company, and with an address of 1901 Ulmerton Road, Suite 475, Clearwater, Florida 33762 and the owner of lands within the boundary of the District (“**Landowner**”).

RECITALS

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, and acquiring certain infrastructure, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Landowner is the primary owner of lands within the boundaries of the District, and the Developer is a developer of lands within the boundaries of the District; and

WHEREAS, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services known as the “**Project**” and as detailed in the *Master Engineer’s Report*, dated March 23, 2022 (“**Engineer’s Report**”), attached to this Agreement as **Exhibit A**; and

WHEREAS, the District intends to finance all or a portion of the Project through the use of proceeds from future special assessment bonds (“**Bonds**”); and

WHEREAS, the District has not had sufficient monies on hand to allow the District to contract directly for: (i) the preparation of the surveys, testing, reports, drawings, plans, permits, specifications, and related documents necessary to complete the Project (“**Work Product**”); or (ii) construction and/or installation of the improvements comprising the Project (“**Improvements**”); and

WHEREAS, the District acknowledges the need to commence development of the lands within the District in an expeditious and timely manner; and

WHEREAS, in order to avoid a delay in the commencement of the development of the Work Product and/or the Improvements, the Developer and/or Landowner has advanced, funded, commenced, and completed and/or will complete certain of the Work Product and/or Improvements; and

WHEREAS, the Developer, Landowner and the District are entering into this Agreement to set forth the process by which the District may acquire the Work Product, the Improvements, and any related real property interests ("**Real Property**") and in order to ensure the timely provision of the infrastructure and development.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District, the Landowner, and the Developer agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

2. ADVANCED FUNDING. Prior to the issuance of the Bonds, a party may elect to make available to the District such monies as are necessary to enable the District to proceed with, and expedite, the design, engineering, and construction of the Project. The funds ("**Advanced Funds**") shall be placed in the District's depository as determined by the District, and shall be repaid to the applicable party solely from available proceeds of the Bonds, subject to the terms of this Agreement. The District shall individually account for costs incurred and Advanced Funds expended in connection with the Project.

3. WORK PRODUCT AND IMPROVEMENTS. The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the parties may jointly agree upon (each, an "**Acquisition Date**"). Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), and the requirements of this Agreement, the District agrees to acquire completed Work Product and Improvements that are part of the Project.

- a. ***Request for Conveyance and Supporting Documentation*** – When Work Product or Improvements are ready for conveyance to the District, the Developer or Landowner as applicable shall notify the District in writing, describing the nature of the Work Product and/or Improvement and estimated cost. Additionally, the Developer or Landowner as applicable agrees to provide, at or prior to the applicable Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as bills of sale or such other instruments as may be requested by the District, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District.
- b. ***Costs*** – Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Bonds, and the requirements of this Agreement, the District shall pay the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The Developer or Landowner as applicable shall provide copies of any and all

invoices, bills, receipts, or other evidence of costs incurred by the Developer or Landowner as applicable for any Work Product and/or Improvements. The District Engineer shall review all evidence of cost and shall certify to the District's Board of Supervisors ("**Board**") whether the cost being paid is the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the District's Trustee for the Bonds ("**Trustee**").

- c. **Conveyances on "As Is" Basis.** Unless otherwise agreed, all conveyances of Work Product and/or Improvements shall be on an "as is" basis. That said, the Developer or Landowner as applicable agrees to assign, transfer and convey to the District any and all rights the Developer or Landowner as applicable may have against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

- d. **Right to Rely on Work Product and Releases** – The Developer or Landowner as applicable agrees to release to the District all right, title, and interest which the Developer may have in and to any Work Product conveyed hereunder, as well as all common law, statutory, and other reserved rights, including all warranties and copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Developer or Landowner as applicable shall reasonably obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. The District agrees to allow the Developer or Landowner as applicable access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer's or Landowner's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer or Landowner as applicable agrees to pay such cost or expense.

- e. **Transfers to Third Party Governments; Payment for Transferred Property** – If any item acquired is to be conveyed to a third-party governmental body, then the Developer or Landowner as applicable agrees to cooperate and provide such certifications, documents, bonds, warranties, and/or forms of security as may be required by that governmental body, if any. Further, the Developer or Landowner as applicable shall make reasonable efforts to first transfer such Work Product and/or Improvements to the District pursuant to the terms of this Agreement, and prior to the transfer of such Work Product and/or Improvements to the third-party governmental entity. Regardless, and subject to the terms of this Agreement, any transfer, dedication, conveyance or assignment of such Work Product and/or Improvements directly to a third-party governmental entity prior to the District's acquisition of the Work Product and/or Improvements shall be deemed a transfer to the District of such Work Product and/or Improvements and then a re-transfer to the third party governmental entity.

- f. **Permits** – The Developer or Landowner as applicable agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.
- g. **Engineer's Certification** – The District shall accept any completed Work Product and/or Improvements where the District Engineer (or other consulting engineer reasonably acceptable to the District), in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are part of the Project; (ii) the price for such Work Product and/or Improvements did not exceed the lesser of the cost of creating the Work Product and/or Improvements or the fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

4. CONVEYANCE OF REAL PROPERTY. The Developer or Landowner as applicable agrees that it will convey to the District at or prior to the applicable Acquisition Date as determined solely by the District, by a special warranty deed or other instrument acceptable to the Board together with a metes and bounds or other description, the Real Property upon which any Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the Improvements.

- a. **Cost.** The parties agree that all Real Property shall be provided to the District at no cost, unless (i) the costs for the Real Property are expressly included as part of the Project, as described in the Engineer's Report, and (ii) the purchase price for the Real Property is the lesser of the appraised value of the Real Property, based on an appraisal obtained by the District for this purpose, or the cost basis of the Real Property to the Developer.
- b. **Fee Title and Other Interests** – The District may determine in its reasonable discretion that fee title for Real Property is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems acceptable.
- c. **Developer Reservation** – Any conveyance of Real Property hereunder by special warranty deed or other instrument shall be subject to a reservation by the Developer or Landowner as applicable of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the Development) not inconsistent with the District's use, occupation or enjoyment thereof.

- d. **Fees, Taxes, Title Insurance** – The Developer or Landowner as applicable shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Developer or Landowner as applicable shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Developer or Landowner conveys all said lands to the District. At the time of conveyance, the Developer or Landowner as applicable shall provide, at its expense, an owner’s title insurance policy or other evidence of title in a form satisfactory to the District.
- e. **Boundary Adjustments** – The Developer or Landowner as applicable and the District agree that reasonable future boundary adjustments may be made as deemed necessary by both parties in order to accurately describe lands conveyed to the District and lands which remain in Developer’s or Landowner’s ownership. The parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. The Developer or Landowner as applicable agrees that if a court or other governmental entity determines that a replatting of the lands within the District is necessary, the Developer or Landowner as applicable shall pay all costs and expenses associated with such actions.

5. **TAXES, ASSESSMENTS, AND COSTS.**

- a. **Taxes and Assessments on Property Being Acquired.** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer or Landowner as applicable agrees to place in escrow with the County tax collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.
 - i. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer or Landowner as applicable agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.
 - ii. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.
- b. **Notice.** The parties agree to provide notice to the other within thirty (30) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes,

assessments, or costs imposed on the property acquired by the District as described in subsection a. above. The Developer or Landowner as applicable covenants to make any payments due hereunder in a timely manner in accord with Florida law. In the event that the Developer or Landowner as applicable fails to make timely payment of any such taxes, assessments, or costs, the Developer or Landowner as applicable acknowledges the District's right to make such payment. If the District makes such payment, the Developer or Landowner as applicable agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

- c. ***Tax liability not created.*** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer, the Landowner or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

6. ACQUISITIONS AND BOND PROCEEDS. The District may in the future, and in its sole discretion, elect to issue Bonds that may be used to finance portions of work acquired hereunder, as well as reimburse Advanced Funds. In the event that the District issues the Bonds and has bond proceeds available to pay for any portion of the Project acquired by the District, or any Advanced Funds, and subject to the terms of the applicable documents relating to the Bonds, then the District shall promptly make payment for any such acquired Work Product, Improvements or Real Property, or reimbursable Advanced Funds, pursuant to the terms of this Agreement; provided, however, that no such obligation shall exist where the Developer or Landowner is in default on the payment of any debt service assessments due on any property owned by the Developer or Landowner, or is in default under any agreements between and/or among the Developer, the Landowner and/or the District, or, further, in the event the District's bond counsel determines that any such acquisitions or payments for Advanced Funds are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing. Interest shall not accrue on any amounts owed for any prior acquisitions, or Advanced Funds. Unless otherwise provided in an applicable trust indenture, and in the event the District does not or cannot issue sufficient bonds within five (5) years from the date of this Agreement to pay for all acquisitions hereunder, and reimburse Advanced Funds, and, thus does not make payment to the Developer or the Landowner as applicable for any unfunded acquisitions, or any unreimbursed Advanced Funds, then the parties agree that the District shall have no payment or reimbursement obligation whatsoever for those unfunded acquisitions, or unreimbursed Advanced Funds. The District may convey some or all of the Work Product and/or Improvements described in the Engineer's Report to a general purpose unit of local government (e.g., the County) and consents to the District's conveyance of such Work Product and/or Improvements prior to any payment being made by the District.

7. CONTRIBUTIONS. In connection with the issuance of the Bonds, the District will levy debt service special assessments to secure the repayment of Bonds. As described in more detail in the District's *Master Special Assessment Methodology Report*, dated March 23, 2022, as supplemented from time to time (together, "**Assessment Report**"), and prior to the issuance of the Bonds, the Developer or

Landowner may request that such debt service special assessments be reduced for certain product types. To accomplish any such requested reduction, and pursuant to the terms of this Agreement, the Developer or Landowner as applicable agrees to provide a contribution of Improvements, Work Product and/or Real Property based on appraised value, comprising a portion of the Project and to meet the minimum requirements set forth in the Assessment Report, if any. Any such contributions shall not be eligible for payment by the District hereunder.

8. IMPACT FEE CREDITS. In connection with the District's capital improvement plan, the District may finance certain infrastructure that may generate impact fee credits. As set forth in the District's assessment proceedings, and in recognition of the uncertain market for such credits, and limited value, and as consideration for the District and the Developer or Landowner as applicable undertaking the transactions involved with the District's Project and financing arrangements, the District and the Developer or Landowner as applicable agree that the Developer may retain any such impact fee credits, provided that (i) the Developer or Landowner as applicable contributes a corresponding amount of Improvements, Work Product and/or Real Property as part of the District's capital improvement plan and/or reduces the cost of such Improvements, Work Product or Real Property to be acquired by the District by a corresponding amount of such impact fee credits, or (ii) the Developer or Landowner as applicable agrees contractually to prepay debt assessments by a corresponding amount of such impact fee credits. Alternatively, the Developer or Landowner as applicable may provide the proceeds of the impact fee credits to the District for deposit into the applicable acquisition and construction account for the Bonds, and for use in acquiring and/or constructing the Project.

9. UTILITY CONNECTION FEES. [RESERVED.]

10. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Any default under an applicable trust indenture for the Bonds caused by the Developer or Landowner as applicable and/or their affiliates shall be a default hereunder, and the District shall have no obligation to fund the Project in the event of such a default. Notwithstanding the foregoing, neither the District nor the Developer nor the Landowner shall be liable for any consequential, special, indirect or punitive damages due to a default hereunder. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide written notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

11. ATTORNEYS' FEES AND COSTS. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

12. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all parties hereto.

13. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer and the Landowner; the District and the Developer and the Landowner have complied with all the requirements of law; and the District and the Developer and the Landowner have full power and authority to comply with the terms and provisions of this instrument.

14. NOTICES. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for each party may deliver Notice on behalf of that party. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

15. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully among the parties as an arm’s length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

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

17. ASSIGNMENT. No party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

18. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in the County in which the District is located.

19. PUBLIC RECORDS. Each party understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

20. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

21. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section

768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

22. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

WHEREFORE, the parties below execute the *Acquisition and Advanced Funding Agreement* to be effective as of the first date written above.

**NEWPORT ISLES COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: Chairperson

CC MANATEE LAND INVESTMENTS, LLC

By: _____
Its: _____

CORNERSTONE LAND COMPANY, LLC

By: _____
Its: _____

Exhibit A: *Master Engineer's Report*, dated March 23, 2022

EXHIBIT A

NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

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**CONSTRUCTION FUNDING AGREEMENT
(CLEARING AND GRADING PROJECT - SOUTH PHASE)**

THIS AGREEMENT (“Agreement”) is made and entered into this 26th day of October, 2022 by and between:

NEWPORT ISLES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and with an address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”), and

R. THOMAS CHAPMAN, an individual, and with an address of 1901 Ulmerton Road, Suite 475, Clearwater, Florida 33762 (“**Chapman**”).

RECITALS

WHEREAS, the District was established by an ordinance adopted by the Board of County Commissioners for Manatee County, Florida, for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure; and

WHEREAS, the District intends to issue certain tax-exempt bonds (“**Bonds**”) in order to finance a portion of the District’s project (“**Project**”), as more fully described in the *Master Engineer’s Report*, dated March 23, 2022; and

WHEREAS, the District does not presently have, or anticipates that it soon will not have, sufficient funds available to undertake the Project; and

WHEREAS, in consideration of the District undertaking the Project, Chapman has agreed to provide the necessary funds for, among other things, that certain *Clearing and Grading Project - South Phase Construction Agreement* (“**South Grading Contract**”), between the District and RIPA & Associates, Inc., and dated October 26, 2022, which includes certain mass grading that is part of the Project.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **Incorporation of Recitals.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. **Funding.** In consideration of the District undertaking the Project, Chapman agrees to make available to the District such monies as are necessary to enable the District to proceed with (i) the South Grading Contract, as well as (ii) any engineering, geotechnical or other professional services necessary for the completion of the scope of services under the South Grading Contract. Chapman will make such funds available on a monthly basis, and within fifteen (15) days of a written request by the District. The funds shall be placed in the District’s depository as determined by the District.

3. **Repayment.** The parties agree that certain funds provided by Chapman pursuant to this Agreement may be properly reimbursable from proceeds of the District’s issuance of tax-exempt bonds.

Within forty-five (45) days of receipt of sufficient funds by the District for the financing of some or all of the District's Project and from the issuance of bonds, the District shall reimburse Chapman in full or until all funds generated by the anticipated financing are exhausted, exclusive of interest, for the funds advanced under paragraph two (2) above; provided, however, that in the event the District's bond counsel determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If within five (5) years of the date of this Agreement, the District does not or cannot issue bonds, and, thus does not reimburse Chapman for the funds advanced hereunder, then the parties agree that such funds shall be deemed paid in lieu of additional taxes, fees, or assessments which might have been levied or imposed by the District.

4. **Default.** A default by any party to this Agreement shall entitle the others to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

5. **Enforcement of Agreement.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. **Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

7. **Amendments.** 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 of the parties hereto.

8. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

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

10. **Third Party Beneficiaries.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any

third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

11. **Assignment.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

12. **Controlling Law.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

13. **Effective Date.** The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

14. **Public Records.** Chapman understands and agrees that all documents of any kind provided to the District or to District Staff in connection with this Agreement are public records and are treated as such in accordance with Florida law.

15. **Counterparts.** This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

**NEWPORT ISLES COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: _____

R. THOMAS CHAPMAN

By: _____
Its: _____

NEWPORT ISLES

COMMUNITY DEVELOPMENT DISTRICT

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Upon recording, this instrument should be returned to:

KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, FL 32303

(This space reserved for Clerk)

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (“Agreement”) is made and entered into to be effective the 26th day of October, 2022, and is by and between:

CC MANATEE LAND INVESTMENTS, LLC, a Florida limited liability company, with a mailing address of 1901 Ulmerton Road, Suite 475, Clearwater, Florida 33762 (**“Landowner”** or **“Grantor”**); and

NEWPORT ISLES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Manatee County, Florida, and whose address is c/o Wrathell, Hunt & Associates, LLC 2300 Glades Road, suite 410W, Boca Raton, Florida 33431 (**“District”**, or **“Grantee”**).

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, as amended (**“Act”**), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain systems, facilities, and basic infrastructure and other infrastructure improvements within or without the boundaries of the District; and

WHEREAS, the Grantor is the owner in fee simple of certain real property located within the boundaries of the District including those certain parcels of land lying more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference (**“Easement Area”**); and

WHEREAS, Grantee has requested that the Grantor grant to Grantee a construction and maintenance easement over the Easement Area for the construction and installation of certain infrastructure improvements (**“Improvements”**) set forth in the Grantee’s improvement plan, and the Grantor is agreeable to granting such an easement on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

2. EASEMENT; AUTOMATIC TERMINATION. The Grantor hereby grants to Grantee a non-exclusive easement over, upon, under, through, and across the Easement Area for ingress and egress for the construction, installation, maintenance, repair and replacement of the Improvements ("**Easement**"). Grantee shall use all due care to protect the Easement Area and adjoining property from damage resulting from Grantee's use of the Easement Area. The Easement shall terminate automatically with respect to any lands comprising a portion of the Easement Area upon the first to occur of either: (1) date of the recording of a plat of such lands as residential lots, or (2) date of conveyance of such lands to the District or another governmental entity.

3. DAMAGE. In the event that Grantee, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area or to adjacent property or improvements in the exercise of the easement rights granted herein, Grantee, at Grantee's sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.

4. INSURANCE. Grantee and/or any contractors performing work for Grantee on the Easement Area shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantor, and its employees and representatives, as insureds, as their interests may appear in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage.

5. INDEMNITY. To the extent permitted by law, but without waiving any sovereign immunity protection or other limits on liability afforded by law, Grantee shall indemnify and hold harmless Grantor, and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees which arise out of any of the activities referred to under the terms of this Agreement or use of the Easement Area by Grantee, its successors, assigns, agents, employees, contractors (including but not limited to subcontractors, materialmen, etc.), officers, invitees, or representatives, including but not limited to loss of life, injury to persons or damage to, or destruction or theft of property.

6. SOVEREIGN IMMUNITY. Grantee agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of Grantor's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law.

7. LIENS. Grantee shall not permit (and shall promptly satisfy) any construction, mechanic's lien or encumbrance against the Easement Area or other Grantor property in connection with the exercise of its rights hereunder.

8. EXERCISE OF RIGHTS. The rights and Easement created by this Agreement are subject to the following provisions:

(a) Grantee shall install the Improvements in a sound, professional manner and shall have sole responsibility for obtaining any necessary permits or regulatory approvals for the Improvements installation. Any rights granted hereunder shall be exercised by Grantee only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. Grantee shall not discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

(b) Grantor makes no representation that the Easement Area is suitable for installation of the Improvements. Grantee acknowledges that there are or may be existing facilities located within the Easement Area. Grantee shall not interfere with or cause interruption in the day to day operation of all existing facilities in the Easement Area.

(c) Nothing herein shall be construed to limit in any way Grantor's rights to (i) construct and maintain in the Easement Area any structures or other improvements that do not materially interfere with the use or enjoyment of the Easement granted herein for the purposes for which they are created as contemplated herein, or (ii) to use the Easement Area, or allow the use of the Easement Area by others, in common with Grantee, its successors and assigns.

9. **DEFAULT.** A default by the Grantor or Grantee under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief, and specific performance.

10. **ENFORCEMENT.** In the event that the Grantor or Grantee seeks to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

11. **NOTICES.** All notices, requests, consents, and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, at the addresses first set forth above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address or telecopy number to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein. Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

12. **THIRD PARTIES.** This Agreement is solely for the benefit of the Grantor and Grantee, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a

formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the Grantor and Grantee any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement. The Grantor shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the Grantor's right to protect its rights from interference by a third party.

13. **ASSIGNMENT.** Neither of the parties hereto may assign, transfer, or license all or any portion of its rights under this Agreement without the prior written consent of the other party. Any purported assignment, transfer, or license by one of the parties absent the written consent of the other party shall be void and unenforceable.

14. **CONTROLLING LAW; VENUE.** This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree and consent to venue in Manatee County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Agreement.

15. **PUBLIC RECORDS.** All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with Florida law.

16. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions or part of a provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

17. **BINDING EFFECT.** This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, transferees, and/or licensees.

18. **AUTHORIZATION.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Agreement, that the respective parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.

19. **AMENDMENTS.** 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 Grantor and Grantee.

20. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

21. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be the date first written above.

22. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Grantor and Grantee caused this Agreement to be executed, to be effective as of the day and year first written above.

WITNESS

NEWPORT ISLES COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

WHEREFORE, the part(ies) below execute this Agreement.

WITNESS

CC MANATEE LAND INVESTMENTS, LLC

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by _____ of CC Manatee Land Investments, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

PARCEL A:

Beginning at the Southwest corner of Section 3, Township 33 South, Range 18 East; thence run S 00°20'10" E along the East line of Section 10, Township 33 South, Range 18 East, a distance of 1330.80 feet; thence N 89°37'21" W along the North line of the Southeast ¼ of the Northeast ¼ of said Section 10, a distance of 1331.98 feet; thence S 00°15'10" E along the West line of the Southeast ¼ of the Northeast ¼ of said Section 10, a distance of 1302.39 feet; thence N 89°44'36" W along the Northerly maintained right of way line of Buckeye Road, a distance of 1383.72 feet; thence Northerly and Easterly the following two courses along the Easterly boundary of property described in O.R. Book 1743, Page 4860; thence N 01°33'34" E, a distance of 772.94 feet; thence S 89°38'59" E, a distance of 439.51 feet; thence N 00°27'07" E along the Easterly line of property described in O.R. Book 1743, Page 4860 and O.R. Book 1692, Page 2290, a distance of 807.11 feet; thence N 89°38'49" W along the Northerly line of property described in O.R. Book 1692, Page 2290, a distance of 141.72 feet; thence Northerly the following two courses along the Easterly line of property described in O.R. Book 1768, Page 550; thence N 32°23'22" W, a distance of 542.68 feet; thence N 01°21'06" W, a distance of 593.32 feet; thence S 89°03'23" E along the Southerly right of way line of Grass Farm Road described in O.R. Book 172, Page 345 and O.R. Book 172, Page 347 a distance of 178.73 feet; thence N 00°56'37" E along East right of way line of Grass Farm Road a distance of 66.00 feet; thence N 89°03'23" W along the Northerly right of way line of said Grass Farm Road, a distance of 2436.86 feet; thence N 00°39'39" E along the Easterly right of way line of said Grass Farm Road, a distance of 2558.50 feet; thence N 89°20'21" W along the North line of said Grass Farm Road, a distance of 66.00 feet; thence N 00°39'39" E along the Westerly line of aforementioned Section 3, a distance of 2054.86 feet; thence N 88°55'52" E, a distance of 5036.79 feet; thence S 01°00'25" W along the East line of said Section 3, a distance of 4822.84 feet to the Point of Beginning.

Lying and being in Sections 3 and 10, Township 33 South, Range 18 East, Manatee County, Florida.

PARCEL B:

Beginning at the Northeast corner of Section 3, Township 33 South, Range 18 East, thence run S 01°00'25" W along the East line of said Section 3, a distance of 700.68 feet; thence S 88°55'52" W, a distance of 5036.79 feet; thence N 00°39'39" E along the West line of said Section 3, a distance of 700.54 feet; thence N 88°55'52" E along the North line of said Section 3, a distance of 5041.02 feet to the Point of Beginning.

Lying and being in Section 3, Township 33 South, Range 18 East, Manatee County, Florida.

[CONTINUED ON NEXT PAGE]

TOGETHER WITH:

PARCEL C:

Beginning at the Southwest corner of Section 2, Township 33 South, Range 18 East, thence run N. 01°00'25" E. along the West line of said Section 2, a distance of 5523.53 feet; thence S. 89°59'27" E. along the North line of said Section 2, a distance of 4939.94 feet to the Northeast corner of said Section 2; thence S. 89°59'17" E. along the North line of Section 1, Township 33 South, Range 18 East, a distance of 3778.92 feet to the Northwesterly limited access right of way line of I-75 (State Road 93) FDOT Section 13075-2406; thence Southwesterly along said limited access right of way line the following three courses: S. 60°35'19" W., a distance of 1186.64 feet to the beginning of a curve to the left whose radius point lies S. 29°23'34" E., a distance of 7813.44 feet; thence Southwesterly along the arc of said curve to the left a distance of 3191.33 feet through a central angle of 23°24'07" to the end of said curve; thence S. 37°12'19" W., a distance of 3602.66 feet; thence N. 89°44'53" W., along the Southerly line of said Section 2, a distance of 3215.44 feet to the Point of Beginning. Lying and being in Sections 1 and 2, Township 33 South, Range 18 East, Manatee County, Florida.

PARCEL D:

The North 1/2 of Section 11, Township 33 South, Range 18 East, Manatee County, Florida lying Northwesterly of Interstate 75 as described in Order of Taking recorded in O.R. Book 867, Page 368, Public Records of Manatee County, Florida. LESS right of way for Buckeye Road as recorded in Road Plat Book 5, Pages 1 through 82.

NEWPORT ISLES

COMMUNITY DEVELOPMENT DISTRICT

12

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
FOR THE NEWPORT ISLES COMMUNITY DEVELOPMENT DISTRICT**

RFQ for Engineering Services

The Newport Isles Community Development District (“**District**”), located in Manatee County, Florida, announces that professional engineering services will be required on a continuing basis for the District’s stormwater systems, and other public improvements authorized by Chapter 190, *Florida Statutes*. The engineering firm selected will act in the general capacity of District Engineer and will provide District engineering services, as required.

Any firm or individual (“**Applicant**”) desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement (“**Qualification Statement**”) of its qualifications and past experience on U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant’s professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant’s willingness to meet time and budget requirements; d) the Applicant’s past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience in Manatee County, Florida; e) the geographic location of the Applicant’s headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, *Florida Statutes* (“**CCNA**”). All Applicants interested must submit electronic copies of Standard Form No. 330 and the Qualification Statement by 12:00 p.m., on June 29, 2022 by email to gillyardd@whhassociates.com (“**District Manager’s Office**”).

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse

Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Twenty Thousand Dollars (\$20,000.00).

NEWPORT ISLES COMMUNITY DEVELOPMENT DISTRICT

DISTRICT ENGINEER PROPOSALS

COMPETITIVE SELECTION CRITERIA

1) Ability and Adequacy of Professional Personnel (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Consultant's Past Performance (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.

3) Geographic Location (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

4) Willingness to Meet Time and Budget Requirements (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

5) Certified Minority Business Enterprise (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

6) Recent, Current and Projected Workloads (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

7) Volume of Work Previously Awarded to Consultant by District (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

12A



Beaufort Gazette
 Belleville News-Democrat
 Bellingham Herald
 Bradenton Herald
 Centre Daily Times
 Charlotte Observer
 Columbus Ledger-Enquirer
 Fresno Bee

The Herald - Rock Hill
 Herald Sun - Durham
 Idaho Statesman
 Island Packet
 Kansas City Star
 Lexington Herald-Leader
 Merced Sun-Star
 Miami Herald

el Nuevo Herald - Miami
 Modesto Bee
 Raleigh News & Observer
 The Olympian
 Sacramento Bee
 Fort Worth Star-Telegram
 The State - Columbia
 Sun Herald - Biloxi

Sun News - Myrtle Beach
 The News Tribune Tacoma
 The Telegraph - Macon
 San Luis Obispo Tribune
 Tri-City Herald
 Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
87977	277006	Print Legal Ad - IPL0077301		\$140.40	2	59 L

Attention: Daphne Gillyard
 Newport Isles CDD
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

**Request for Qualifications for Engineering Services
 FOR THE NEWPORT ISLES Community Development District**

The Newport Isles Community Development District ("District"), located in Manatee County, Florida, announces that professional engineering services will be required on a continuing basis for the District's stormwater systems, and other public improvements authorized by Chapter 190, Florida Statutes. The engineering firm selected will act in the general capacity of District Engineer and will provide District engineering services, as required.

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The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, Florida Statutes ("CCNA"). All Applicants interested must submit electronic copies of Standard Form No. 330 and the Qualification Statement by 12:00 p.m., on June 29, 2022 by email to gillyardd@whhassociates.com ("District Manager's Office").

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The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Twenty Thousand Dollars (\$20,000.00).

IPL0077301
 Jun 15 2022

THE STATE OF TEXAS COUNTY OF DALLAS

Before the undersigned authority personally appeared Ryan Dixon, who, on oath, says that she is a Legal Advertising Representative of The Bradenton Herald, a daily newspaper published at Bradenton in Manatee County, Florida; that the attached copy of the advertisement, being a Legal Advertisement in the matter of Public Notice, was published in said newspaper in the issue(s) of:

No. of Insertions: 1
 Beginning Issue of: 06/15/2022
 Ending Issue of: 06/15/2022

THE STATE OF FLORIDA COUNTY OF MANATEE

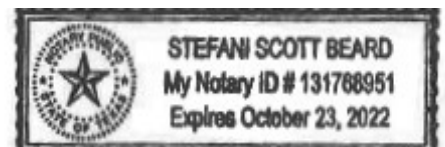
Affidavit further says that the said publication is a newspaper published at Bradenton, in said Manatee County, Florida, and that the said newspaper has heretofore been continuously published in said Manatee County, Florida, each day and has been entered as second-class mail matter at the post office in Bradenton, in said Manatee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Ryan Dixon

Sworn to and subscribed before me this 15th day of June in the year of 2022

Stefani Beard

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
 Legal document please do not destroy!

NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

12BI

June 21, 2022

Wrathell, Hunt and Associates, LLC.
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Daphne Gillyard



Re: Newport Isles Community Development District: Request for Qualifications for Engineering Services

Dear Selection Committee,

Lighthouse Engineering (LHE) submits this proposal for professional services with a strong interest to enter a partnership with Newport Isles Community Development District (CDD) as your **District Engineer**. LHE is a multi-discipline civil/site engineering firm with three senior professional engineers and affiliates who are highly qualified for this work. Standard Form No. 330 and Qualification Statement are included in this proposal, along with all applicable licenses.

Lighthouse Engineering
has professionals
experienced with CDD
operations.

Lighthouse engineering (LHE) had provided engineering services for Meadow Pointe II CDD in Wesley Chapel, Florida with Bob Nanni is the District Manager.

WHY HIRE LHE? Quite simply, we offer the best value for our professional services. LHE is an engineering firm with very competitive overhead and the highest quality standards. Our engineers have a combined experience of over 100 years and this knowledge allows us to examine, evaluate and quickly solve both complex and minor tasks. We feel this knowledge provides the best value for our clients.

LHE provides this value through having executive/ senior professionals that are highly qualified for their work. In addition, our operations run efficiently through purchasing and acquiring the same or greater IT infrastructure and office equipment utilized by our competitors and placing them in home offices. As the District Engineer, we would adopt a **safety-first approach**. We will protect the safety of the community first and foremost. We will support the **economic** interests of the community through adhering to capital budgeting requirements. For our part, we commit that we will provide the engineering services for the CDD in accordance with the budget.

WHY IS THIS IMPORTANT TO THE CDD? It means that our engineering work is easily bid by contractors and produces regular low bids for work. Also, Design-Build projects typically have zero change orders. This allows the CDD to finish more work with less financial and management resources.

If you wish to discuss our abilities further, we would welcome the opportunity to meet face to face with you.

If you have any additional questions, please let us know.

Sincerely,

A handwritten signature in blue ink that reads 'Bradley S. Foran'.

Brad Foran, PE
Lighthouse Engineering, Inc.

Lighthouse Engineering, Inc.
701 Enterprise Road East, Suite 410
Safety Harbor, FL 34695
727-726-7856 (office) 727-683-9848 (fax)

ARCHITECT – ENGINEER QUALIFICATIONS

PART I – CONTRACT SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*
Request for Qualifications for Engineering Services Newport Isle Community Development District, Manatee County

2. PUBLIC NOTICE DATE
 June 21, 2022

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT – ENGINEER POINT OF CONTACT

4. NAME AND TITLE
 Brad Foran, P.E., President

5. NAME OF FIRM
Lighthouse Engineering, Inc.

6. TELEPHONE NUMBER
 727.726.7856

7. FAX NUMBER
 727.683.9848

8. E-MAIL ADDRESS
 bforan@lighthouseenginc.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCON-TRACTOR			
a.	<input checked="" type="checkbox"/>			Lighthouse Engineering, Inc. <input type="checkbox"/> CHECK IF BRANCH OFFICE	701 Enterprise Road East Suite 410 Safety Harbor, FL 34695	Project Management, Environmental Permitting, Drainage, Traffic, Design, QA/QC, Specifications
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

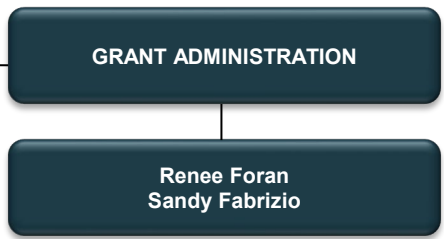
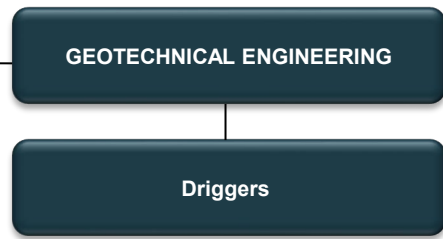
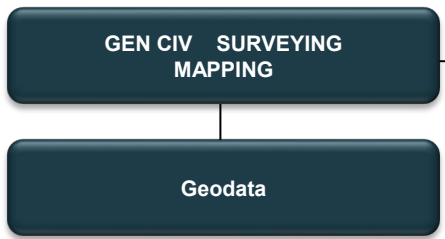
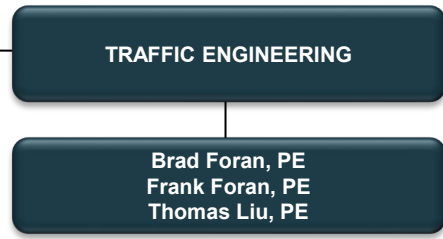
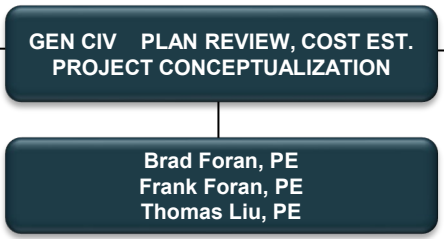
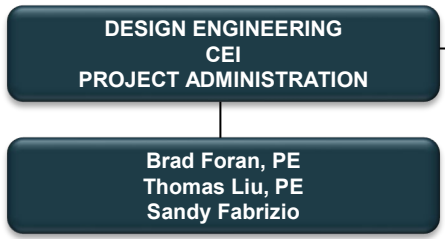
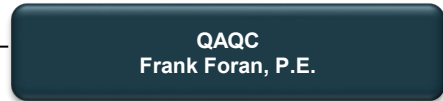
D. ORGANIZATIONAL CHART OF PROPOSED TEAM

[X] *(Attached)*

ORGANIZATIONAL CHART



X	A. Design Phase
X	B. Construction and Inspection Phase Services (Minor Projects Only)
X	C. Project Administration
X	D. General Civil/ Stormwater Engineering
X	E. Traffic Engineering
X	F. Water / Wastewater Engineering
X	G. Geotechnical Engineering
X	H. Pavement Management
X	I. Geographic Information Systems Services (GIS)
X	J. Grant Administration
X	K. General Engineering Consultation / Peer Review / Quality Assurance Review



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Bradley S. Foran, P.E.	13. ROLE IN THIS CONTRACT Project Manager	14. YEARS EXPERIENCE	
		a. TOTAL 27	b. WITH CURRENT FIRM 16
15. FIRM NAME AND LOCATION <i>(City and State)</i> Lighthouse Engineering, Inc. Safety Harbor, FL			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> B.S.C.E. / Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Professional Engineer: Florida, 1998, #52634	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> FDOT Training / Contract Estimating System, Access Mgmt Guidelines for Project Development, Basic Lighting and Electricity, Advanced Work Zone Traffic Control Course, Specifications, Electronic Submittal			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
a.	Meadow Pointe II CDD – Wesley Chapel, Florida	2021	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm EOR for the gen. engineering consultant for this CDD community which contains 108 ponds, is home to almost 3500 residents and has almost 75 miles of roads. Over a 12-year period LHE was tasked to produce pavement evaluations, pond evaluations and evaluations of all the existing facilities that include the 2500 SF club house, pool, multipurpose courts and all of their existing wholly owned and operated infrastructure. As the GEC for the CDD we routinely interacted with the board and provided reports, evaluation, and financial guidance for current and future needs of the community. We engaged in the reissuance of bonds for the CDD that totaled more than ten million dollars and upgraded the existing infrastructure and produced monies for future expansion of the community facilities. As the GEC for the CDD, he was responsible to the CDD for all its engineering needs.		
b.	City of Clearwater – Bayshore Blvd. multi-use path	2016	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager for the design of a new 10-foot-wide multi use path on the east side of Bayshore Blvd. Beginning at the Ream Wilson Trail Crossing and continuing to Bayshore Blvd's Tee into SR 60. This new trail will be the final link between Pinellas and Hillsborough County. The Bayshore Trail will interconnect the Friendship Trail and the Pinellas Trail that extends throughout Pinellas County. Extensive permits were required with a full Southwest Florida Water Management District (SWFWMD) ERP and US Army Core of Engineering Nationwide #14 permits.		
c.	City of Tampa – Hawthorne Road from MacDill to Bayshore Blvd. Improvements	2021	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager and EOR for the design services for the Hawthorne Rd between Bayshore Blvd. and MacDill Ave. improvements. Project included saving the existing Oak trees, eliminating ponding on roadways, reprofiling of Hawthorne Road, removal of portions of the curb, and placement of curb inlets.		
d.	City of Tampa – Howard Ave-Dekle Ave-De Soto Ave Improvements	2015	2019
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager and EOR for intersection redesign to improve the ADA access and operational maneuvering of this three-way intersection. Coordinated with the public and have assisted with the City for the Howard Ave corridor. (\$110,000)		
e.	I-275 / SR 93 Bus on Shoulder from Alt US 19/SR595/5th Ave N to SR 694/ Gandy Blvd. – Pinellas County FL *AWARD WINNING*	2019-2021	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager/EOR contracted to generate the Project System Engineering Plan (PSEMP) and the Requirement Traceability Verification Matrix (RTVM). Responsible for the installation of the RSS at the northbound and southbound ramps from 38th Ave. N. and 54th Ave. N. Also executed the removal and replacement of an ITS system components that are impacted by the Design-Build Firm's scope of work. Project also included paved shoulder widening, milling and resurfacing, drainage, signing and pavement markings, and lighting.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Thomas Liu, P.E.	13. ROLE IN THIS CONTRACT Project Engineering and Environmental Permitting	11. YEARS EXPERIENCE	
		a. TOTAL 22	b. WITH CURRENT FIRM 11
15. FIRM NAME AND LOCATION <i>(City and State)</i> Lighthouse Engineering, Inc., Safety Harbor, FL			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> B.S.C.E./1994/Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Professional Engineer: Florida, 2000, #58258	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> FDOT Training: Project Management, Drainage, HY-8, AdICPR, HydroCAD, erosion control, Advanced Traffic Control, Specifications, Electronic Submittals			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
	FDOT District 7 – Withlacoochee Trail from Hernando County Line to Marion County Line – Citrus County, FL	2020	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE [X] Check if project performed with current firm Project Engineer responsible for roadway design, drainage analysis, signing and pavement marking, and Temporary Traffic Control Plans for this rehabilitation project. Also provided necessary documentation for the procurement and installation of the signalization and ITS system devices		
	City of Clearwater, FL – Bayshore Blvd – Urban Multi Use Trail	2015	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE [X] Check if project performed with current firm Project Engineer for the design of a new 10 foot wide multi-use path on the east side of the Bayshore Boulevard. Extensive permits were required with a full SWFWMD ERP and US Army Core of Engineering Nationwide #14 permits		
	Tampa Hillsborough Expressway Authority, Selmon Greenway – Tampa, FL	2013	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE [X] Check if project performed with current firm Project Engineer for design, permitting, construction and performing all other services necessary for a 15' on average (12' to 24' in some locations) multi-use trail to connect the City of Tampa's River Walk in the vicinity of Ashley Drive to the vicinity of 10 th Street.		
	US 41/ SR45/S. 50th St from Denver St. to N. of 27th Ave. S., Pinellas County, FL	2021	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE [X] Check if project performed with current firm Project Engineer for the 3R project that includes milling and resurfacing, upgrading curb ramps to meet ADA standards, utility coordination, signing and pavement markings, signalization, traffic studies and lighting.		
	City of Tampa General Engineering Services – Howard and Dekle Ave. Tampa, FL	2020	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE [X] Check if project performed with current firm Project Engineer for the redesign of an existing intersection that will accommodate the realignment of the intersection at Howard Ave and DeSoto/Dekle. The design included public involvement, utility relocation, roadway design, and signing and pavement markings.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Frank. Foran, P.E.	13. ROLE IN THIS CONTRACT Project Manager	14. YEARS EXPERIENCE <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center;">a. TOTAL 48</td> <td style="width:50%; text-align: center;">b. WITH CURRENT FIRM 16</td> </tr> </table>		a. TOTAL 48	b. WITH CURRENT FIRM 16
a. TOTAL 48	b. WITH CURRENT FIRM 16				
15. FIRM NAME AND LOCATION <i>(City and State)</i> Lighthouse Engineering, Inc. Safety Harbor, FL					
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> B.S.C.E. / Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Professional Engineer: Florida, #11635			
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Affiliations: Florida Engineering Society, American Society of Civil Engineers, American Society of Highway Engineers					

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
a.	FDOT District 7 – Withlacoochee Trail from Hernando County Line to Marion County Line – Citrus County, FL	2020	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE QC Manager responsible for roadway design, drainage analysis, signing and pavement marking, and Temporary Traffic Control Plans for this rehabilitation project. Also provided necessary documentation for the procurement and installation of the signalization and ITS system devices.	<input checked="" type="checkbox"/> Check if project performed with current firm	
b.	City of Clearwater, FL – Bayshore Blvd – Urban Multi Use Trail	2015	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE QC Manager for the design of a new 10 foot wide multi-use path on the east side of the Bayshore Boulevard. Extensive permits were required with a full SWFWMD ERP and US Army Core of Engineering Nationwide #14 permits.	<input checked="" type="checkbox"/> Check if project performed with current firm	
c.	Tampa Hillsborough Expressway Authority, Selmon Greenway – Tampa, FL	2013	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE QC Manager for design, permitting, construction and performing all other services necessary for a 15' on average (12' to 24' in some locations) multi-use trail to connect the City of Tampa's River Walk in the vicinity of Ashley Drive to the vicinity of 10 th Street.	<input checked="" type="checkbox"/> Check if project performed with current firm	
d.	US 41/ SR45/S. 50th St from Denver St. to N. of 27th Ave. S., Pinellas County, FL	2021	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE QC Manager for the 3R project that includes milling and resurfacing, upgrading curb ramps to meet ADA standards, utility coordination, signing and pavement markings, signalization, traffic studies and lighting.	<input checked="" type="checkbox"/> Check if project performed with current firm	
e.	City of Tampa General Engineering Services – Howard and Dekle Ave. Tampa, FL	2020	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE QC Manager for the redesign of an existing intersection that will accommodate the realignment of the intersection at Howard Ave and DeSoto/Dekle. The design included public involvement, utility relocation, roadway design, and signing and pavement markings.	<input checked="" type="checkbox"/> Check if project performed with current firm	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 1 THEA Project P-02113
21. TITLE AND LOCATION <i>(City and State)</i> Tampa Hillsborough Expressway Authority, Selmon Greenway Tampa, Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES 2015 CONSTRUCTION <i>(If applicable)</i>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Tampa Hillsborough Expressway Authority THEA	b. POINT OF CONTACT NAME Bob Frey	c. POINT OF CONTACT TELEPHONE NUMBER 813-276-2466
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

The project scope for the Tampa-Hillsborough County Expressway Authority (THEA) was the design/build project entitled "Design/Build - Selmon Greenway Project Phase I" for the design, permitting, construction and performing all other services necessary for a 15' wide (12' to 24' in some locations) multi-use trail to connect the City of Tampa's River Walk in the vicinity of Ashley Drive to the vicinity of 19th Street. Project site is in Tampa, Hillsborough County, Florida.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Lighthouse Engineering, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Safety Harbor, FL	(3) ROLE Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 2
21. TITLE AND LOCATION <i>(City and State)</i> BayShore Boulevard – Urban Multi-Use Trail City of Clearwater, FL		22. YEAR COMPLETED PROFESSIONAL SERVICES 2015 CONSTRUCTION <i>(If applicable)</i>

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of Clearwater	b. POINT OF CONTACT NAME Leroy chin	c. POINT OF CONTACT TELEPHONE NUMBER 727-562-4856
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The project scope was for the design of a new multi-use path along the east side of Bayshore Boulevard with boardwalk and asphalt path from the Ream Wilson Trail to SR 60. The project included the removal and replacement of the existing sidewalk within the project limits and provided a new 10 foot wide multi-use path. It also required drainage design necessary to reroute drainage flow into an existing inlet which was located in the area that is not desirable, to a modified or new inlet that did not impede the physical travel lane. It also required addressing the sidewalk profile to raise the existing profile of the sidewalk and ensure positive stormwater conveyance into the existing open drainage system.

LHE provided contract administration, design, drainage improvements, erosion control, drainage studies, permitting mitigation impacts, management services, utility coordination, construction engineering inspection services, and quality acceptance reviews of all work associated with the development and preparation of the contract plans and construction of the improvements. Project cost was 1 million dollars.



Before



After

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Lighthouse Engineering, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Safety Harbor, FL	(3) ROLE Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 3 Contract # E7R25
21. TITLE AND LOCATION <i>(City and State)</i> FDOT District 7 – Withlacoochee Trail from Hernando County Line to Marion County Line Citrus County - Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES 2020 CONSTRUCTION <i>(If applicable)</i>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER FDOT District 7	b. POINT OF CONTACT NAME Kevin Lee, P.E.	c. POINT OF CONTACT TELEPHONE NUMBER 813-975-6272
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

The Withlacoochee State Trail is a shared use path that connects Pasco, Hernando and Citrus Counties. This trail is 46 miles long. The improvements proposed consisted of rehabilitating segment of the Trail that were experiencing pavement failure. Parts of the existing trail were raised approximately 1.5 to 3 inches to above existing grade to minimize standing water. Signing and pavement markings along with the installation of Rectangular Rapid Flashing Beacon (RRFB) was installed for pedestrian safety at the trail crossing at CR 48 East Orange Avenue.

Responsible for the coordination of survey, geotechnical investigation, design, preparation of all documentation related to the acquisition of all permits not acquired by the Department, maintenance of traffic, demolition, and construction on or before the Project completion date, and utility relocations. Also responsible for the compliance with Design and Construction Criteria regarding survey, design, construction, and maintenance of traffic during construction, project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities and public.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Lighthouse Engineering, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Safety Harbor, FL	(3) ROLE Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 4 21717
21. TITLE AND LOCATION <i>(City and State)</i> US 41 / SR 45/S. 50 th St. from Denver St to N. of 27 th Ave. S. Hillsborough, Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES 2021 CONSTRUCTION <i>(If applicable)</i>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER FDOT District 7	b. POINT OF CONTACT NAME Pia Cormier	c. POINT OF CONTACT TELEPHONE NUMBER 813-975-6176
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

US 41/SR 45/S. 50th St., from Denver St. to north of 27th Ave. S., is classified as an urban principal arterial on the State Highway System with a context classification designated as C3C -Suburban Commercial roadway. Cracking was identified throughout the existing roadway. To extend the life of the existing pavement, the proposal called for the milling and resurfacing of US 41 from Denver St. to north of 27th Ave. S. for a total project length of 1.100 miles. The project also included upgrading curb ramps to meet current ADA standards and perform general safety modification works. There was an existing railroad crossing at US 41 that required coordination through the District Rail Office. Due to heavy truck traffic and narrow outside thru lane width of the roadway, the existing curb and gutter inlet tops were damaged. Structurally deficient drainage structures were evaluated for repair and/or replacement throughout the project limits.

LHE prepared contract documents including plans, specification, supporting engineering analysis, calculation and other technical documents.

FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Lighthouse Engineering, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Safety Harbor, FL	(3) ROLE Prime Consultant
b.	(1) FIRM NAME Bala Consulting Services, LLC	(2) FIRM LOCATION <i>(City and State)</i> Tampa, FL	(3) ROLE Signing and pavement markings
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 5
21. TITLE AND LOCATION <i>(City and State)</i> I-275 / SR 93 Bus on Shoulder from ALT US 19 / SR 595 / 5 th Ave N. to SR 694 / Gandy Blvd. Pinellas County, Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES 2020 CONSTRUCTION <i>(If applicable)</i>

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER FDOT District 7	b. POINT OF CONTACT NAME Craig Fox, P.E.	c. POINT OF CONTACT TELEPHONE NUMBER 813-975-6082
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

I-275/SR93 (from Alt. US19/SR595/5th Ave. N. to SR694/Gandy Blvd.) is an Urban Principal Arterial Interstate. Located in Pinellas County, the project corridor is a northbound and southbound interstate with existing three (3) 12-foot travel lanes in each direction, 12 foot outside shoulder, and 8 foot (median) inside shoulder. The total project length was 5.203 miles.

Due to increasing public demand for transit ridership, the Department partnered with Pinellas Suncoast Transit Authority (PSTA) to implement the I-275 Bus on Shoulder Pilot Project which consisted of widening and resurfacing the northbound and southbound outside paved shoulder of I-275 (from Alt. US19/SR595/5th Ave. N. to SR694/Gandy Blvd.) from 10 feet to 12 feet. The shoulder widening will allow for transit vehicles to travel along the shoulder when traffic congestions slowed down the travel lanes to 35 mph. The existing three (3) 12-foot travel lanes were maintained along the northbound and southbound of I-275.

Project improvements consisted of shoulder milling/resurfacing, and shoulder widening. Existing drainage structures, pavement markings, signs, guardrail, lighting, and other features impacted by the project were replaced or relocated. Furthermore, side slopes affected by the shoulder widening were regraded and stabilized.

This was a roadway milling and resurfacing project which included pavement evaluation, mainline cross slope correction, and utility coordination. Signing and pavement marking design, specifications and cost estimating were also included. Project cost was 5 million dollars.



FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Lighthouse Engineering, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Safety Harbor, FL	(3) ROLE Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 6
21. TITLE AND LOCATION <i>(City and State)</i> FDOT District 7 – SR 39 from County Line to Bay Ave. Pasco County - Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES 2020 CONSTRUCTION <i>(If applicable)</i>

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER FDOT District 7	b. POINT OF CONTACT NAME Pia Cormier	c. POINT OF CONTACT TELEPHONE NUMBER 813-975-6176
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The purpose of this RRR project was to preserve and extend the life of the existing pavement and perform general safety modification work. It included design of keyhole widening, cross slope correction, milling and resurfacing, signing and pavement markings, utility coordination, and permitting from SR 39 (Paul S. Buchman Hwy.) from Hillsborough County Line to South of Bay Ave. The segment of SR39 is classified as an urban principal arterial roadway with two typical sections. The first section consists of two lane undivided with 12' wide travel lanes, 8" wide shoulder (5' paved with bike lanes), and ditches on both sides. The second section is a two-lane divided with 12' wide travel lanes, 12' paved median, 8' shoulder (5' paved with bike lanes) and ditches on both sides. The project limit is from milepost 0.000 to milepost 0.679.

LHE provided drainage plans to accomplish the following goals:

- *Identify existing drainage issues and provide the most cost-effective solutions.
- *Enhance the safety level of the drainage structures
- * Replace or repair structurally deficient drainage structures
- *Ensure existing drainage features were not adversely impacted by the project
- *Desilt all storm drain/side drain/cross drainpipes within the project limits.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Lighthouse Engineering, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Safety Harbor, FL	(3) ROLE Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 7
21. TITLE AND LOCATION <i>(City and State)</i> City of Tampa – Himes and Azeele Signal Improvements Tampa, Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES 2015 CONSTRUCTION <i>(If applicable)</i>

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of Tampa	b. POINT OF CONTACT NAME Vik Bhide	c. POINT OF CONTACT TELEPHONE NUMBER 813-274-3101
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The project scope was for the design of signal and ADA upgrades of the subject intersection. The project included new pedestrian countdown signals, sidewalk, roadway improvements, and mast arms. Additional elements included public involvement, utility relocation, signing and pavement marking, and all project management to complete the design.

Our scope of services included the following tasks:

- * The design accommodated 4 legs of the intersection. Survey was required.
- * Survey included all utilities above and below ground as well as all other above ground entities.
- * Underground utilities were located via Subsurface Utility Engineering (SUE) in the vicinity of proposed pole foundation.
- * Geotechnical services were required for mast arm pole.
- * The limits of the project were milled and resurfaced to remove conflicting pavement markings.
- * Himes was crowned to remove the “bump” both north and south of Azeele and to drain to the inlets in all four corners of the intersection.
- * Data collection including traffic data and count information, sewer, water, storm sewer data, other planned projects in the vicinity, and all utilities
- * Field Review and Analysis of project site conditions.
- * Design Survey/SUE/Utility Coordination
- * Design and Construction Plan Preparation
- * Quality Assurance / Quality Review

Project cost was \$200,000.



Before



After

FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Lighthouse Engineering, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Safety Harbor, FL	(3) ROLE Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 8 Contract #14-D-560
21. TITLE AND LOCATION <i>(City and State)</i> City of Tampa General Engineering Services – Palm Ave Tampa, Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION <i>(If applicable)</i>

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of Tampa	b. POINT OF CONTACT NAME Milton Martinez, P.E.	c. POINT OF CONTACT TELEPHONE NUMBER 813-274-8998
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The project scope included upgrades to the ADA facilities along Palm Ave (between Nuccio and 19th Ave), add detectable warnings surfaces, and/or reconstruct ADA ramps with modifications to the median to allow pedestrians to cross at mid-block locations. Design also included RRFB's for pedestrian mid-block crossings along Palm Ave. at 17th and North 19. We also provided utility coordination and project management services necessary to complete the design.

Project Cost was \$100,000.



FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Lighthouse Engineering, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Safety Harbor, FL	(3) ROLE Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 9
21. TITLE AND LOCATION <i>(City and State)</i> City of Tampa General Engineering Services – Howard Ave at Dekle / DeSoto Ave. Tampa, Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES 2020 CONSTRUCTION <i>(If applicable)</i>

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of Tampa	b. POINT OF CONTACT NAME Milton Martinez, P.E.	c. POINT OF CONTACT TELEPHONE NUMBER 813-274-8998
-----------------------------------	---	--

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The project scope was for the redesign of the existing intersection that will accommodate the realignment of the intersection at Howard Ave. and DeSoto/Dekle Ave. The design included public involvement, utility relocation, roadway design, signing and pavement marking, and all project management to complete the design. Tasks to complete this project included the following:

- *Update the design and concept plan to accommodate the additional parking spaces south on Dekle Ave. Additional meetings were required to gain the approval of the concept plan by the City and other design firms involved in the corridor study of the project area.
- * Landscape and Irrigation plan for the green space between Dekle and De Soto.
- * Obtained additional survey south on Dekle for the additional parking spaces.
- * Provided utility coordination for the relocation of existing utilities within the project area as required as part of the new intersection configuration
- * Provided a set of construction documents based on the concept plans.
- * Provided construction phasing as part of the MOT

LHE provided utility coordination, design and construction plan preparation, pedestrian ramp/crosswalk design, design review, construction plans, quality assurance / quality review; as well as attended all field and coordination meetings. Project Cost was \$500,000.



Before



After

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Lighthouse Engineering, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Safety Harbor, FL	(3) ROLE Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 10
21. TITLE AND LOCATION <i>(City and State)</i>		22. YEAR COMPLETED
Meadow Pointe II Community Development District (CDD) General Engineering Consultant (GEC) – Wesley Chapel, Florida		PROFESSIONAL SERVICES 2021 CONSTRUCTION <i>(If applicable)</i>

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Meadow Pointe II CDD	b. POINT OF CONTACT NAME Bob Nanni	c. POINT OF CONTACT TELEPHONE NUMBER 813-991-1116 X105
--	---------------------------------------	---

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

LHE was the general engineering consultant for this CDD community which contains 108 ponds, is home to almost 3500 residents and has almost 75 miles of roads. Over a 12-year period, LHE was tasked to produce pavement evaluations, pond evaluations and evaluations of all of the existing facilities that included the 2500 SF club house, pool, multipurpose courts and all of their existing wholly owned and operated infrastructure. LHE was also tasked with the tree removal and replanting within the communities. As the GEC for the CDD we routinely interacted with the board and provided reports, evaluation, and financial guidance for current and future needs of the community. We were engaged in the reissuance of bonds for the CDD that totaled more than ten million dollars and were intended to upgrade the existing infrastructure and produce monies for future expansion of the community facilities. As the GEC for the CDD we were responsible to the CDD for all its engineering needs.

The project consisted of the milling and resurfacing of the existing roadway within eleven sub-divisions of Meadow Point II CDD including the clubhouse. The communities included are listed below:

- | | |
|-----------------|----------------|
| 1. Charlesworth | 7. Long leaf |
| 2. Colehaven | 8. Manor Isle |
| 3. Covina Key | 9. Sedgwick |
| 4. Glenham | 10. Vermillion |
| 5. Iverson | 11. Wrencrest |
| 6. Lettingwell | |

The scope included the following requirements:

1. Mobilization
2. Maintenance of traffic
3. Prevent asphalt and/or debris from entering existing inlets during construction
4. Mill existing asphalt pavement
5. Resurface the milled roadway with asphalt
6. Pavement restriping
7. Clean up site

FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Lighthouse Engineering, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Safety Harbor, FL	(3) ROLE Consultant
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

LHE's strong local presence in the Tampa Bay area is supported by local professionals with a spectrum of expertise, enabling us to provide our clients with the most effective project solutions on time and under budget.

Introduction: The Lighthouse Engineering Team

Founded in 2006, LIGHTHOUSE ENGINEERING, INC. is a multi-disciplinary engineering firm located in Pinellas County and is a **Certified Statewide SBE and Small Local Business Enterprise (SLBE)**.

Over the past 16 years, Lighthouse Engineering (LHE) has advanced the concept of providing a total package of engineering services to public and private clients. We maintain a broad spectrum of expertise, including our primary service areas:

- Roadway Transportation Design, Planning
- Permitting
- Site/Civil Engineering and Planning
- Traffic Engineering
- Signing and Marking Design
- Signalization Design
- Lighting



This diversity enables our organization to offer a unified "in-house" team approach composed of highly skilled and experienced professionals in a variety of specialties. The result is high-quality consulting services provided in a professional and timely manner. **The advantage to selecting LHE is that our engineers are diverse and multi-discipline.** As a small business, this is a unique advantage as we can service a project with as few as three professionals and deliver the project to you. By keeping the project team small, compact, and efficient, LHE can service this contract and provide immense value to Newport Isle Community Development District. Logically, Newport Isle CDD should see that when three multi-discipline engineers work together, the project is much more manageable when compared to the engineering team that the larger corporations need to finish this project.

Even though we have a small staff, we have a combined experience of over 100 years in the design of roadway transportation design, water, sewer, drainage, intersection improvements, permitting and other similar types of designs normally required by CDDs. We are familiar with and are experienced in design, construction inspection, project administration, and general civil support for any project that the CDD may undertake. We have designed, permitted and performed construction phase services for hundreds of projects ranging from the most complex Interstate highways to projects as small as local traffic calming, park design or small parking lot additions.

Local Knowledge

LHE has on staff a number of professionals who have a great deal of experience in roadway design. ***Previous staff experience was obtained on City projects such as the Intersection Improvement Project for Dale Mabry and Kennedy Blvd, Himes and Azeele Signal upgrades, Palm Ave Improvements and Intersection Improvement Project for Fowler Avenue and 50th Street.*** In

addition, our staff has extensive local experience in roadway, storm water and utility design projects for clients such as Hillsborough County, Pasco County and the Florida Department of Transportation (FDOT), District Seven; as well as many private clients including Meadow Pointe II Community Development District (CDD).

In the past 16 years, LHE has completed over 70 roadway projects, solidifying an expertise that reduces project risk for our clients.

Accelerated Schedules Resulting from Permitting Expertise

Our project staff knows the pitfalls that delay permitting and how to avoid them from both a design and timing standpoint. **Because of our competence and speed in obtaining permitting from Southwest Florida Water Management District (SWFWMD) and the US Army Corps of Engineers (USACE), and proactive coordination with the various utility companies in the area, we are able to accelerate project plans and production schedules.**

Comprehensive Transportation Expertise Provided by Local Professionals

LHE has assembled a qualified team of professionals with extensive transportation engineering experience. Our combined team of multi-disciplined personnel specifically designated for this project is highly skilled in the areas of roadway and drainage design as well as utility conflict avoidance, coordination, and permitting. Including support staff, the LHE Tampa Bay area office currently has 5 full time employees. Our team has relationships and workflow processes that are established within the group to efficiently complete work and deliver quality products to the City of Tampa.

Capability and Ability to Deliver Project

We have a seasoned design team that is more than capable of delivering all the necessary components of a project and routinely handle larger scale projects with high dollar values. Our Project Manager completed an FDOT project in Pinellas County within the City of Tarpon Springs whereby the City will be reborn with a downtown revitalization of new sidewalk, utilities, lighting and upgraded pedestrian features. **This project was placed on an accelerated schedule and involved more than seven local utilities.** The utility work alone took almost a year to complete and the total cost of this exceeds more than 17 million dollars. We have the business tools, necessary design team, proper computer technology and a seasoned staff who are excited at the opportunity to serve the City and the place we call home.

Exceptional Staff Competence from Continued Training and Education

LHE is committed to ensuring that every staff member affecting product quality is fully competent to perform their assigned tasks. All personnel assigned to production have recent experience in their respective areas of responsibility. Competency is established through education, training, experience, and demonstration of skills.

Continuing education of our technical and professional staff is strongly encouraged. Many of our employees are enrolled in continuing education seminars and conferences offered by FDOT and other professional associations. Examples of these courses include the FDOT Project Management Course, Quality Assurance/Quality Control Training, FDOT Project Engineer Training, Traffic Control Zone Certification, Cost Estimating, and Long-Range Estimates Systems. Many of our engineers attend national seminars, where a variety of engineering trends and innovations are presented. Keeping up to date with the latest in technology and management solutions allows us to provide more value to our clients.

Proposed LHE Staff Members

The **accompanying resumes in Section E** present proposed staff members and their education, years of experience, role on this proposed contract, and specialized experience. The following paragraphs illustrate highlights of the qualifications and experience of our proposed project management team and key staff:

Project Manager

Brad Foran, P.E., has a long history of working with both State and Local agencies and has helped many Cities, CDDs and Counties achieve their capital work programs. He was the Project Manager for the State's rehabilitation project in Tarpon Springs where new sidewalk, roadway, water and sewer upgrades as well as streetscaping improvements were constructed. In addition, he served as the Project Manager for the City of Safety Harbor's SR 590 improvements. He also possesses a work experience that highlights his knowledge of highway design, permitting, and hydraulic analysis of existing and proposed facilities. He served as project manager and Engineer of Record for the Florida Department of Transportation on design contracts for Districts 1, 2, 3, 4, 6 and 7 and has worked on numerous major and minor roadway restoration projects. He designed the signalization improvement at Himes and Azelee for the City of Tampa and the enhancement project at Howard and Dekle. He is experienced in the evaluation, design, and permitting of existing and proposed facilities through either 3R or New Construction standards. He recently completed the Selmon Greenway Design Build Contract with Tampa-Hillsborough Expressway Authority (THEA) and will be coordinating with the City's TIGER grant project.

His most recent projects have focused on Florida Department of Transportation's 3R criteria and work with local agencies throughout Tampa Bay. These projects have included the complete evaluation of the enhancement projects new design projects criteria including the hydraulic analysis, pavement design, and variance approval for urban and rural projects. He is experienced in taking the design plans to completion and subsequently toward the construction phase of the project. **Mr. Foran brings to this project a wealth of experience and has the resources to assign and address design issues, ensure compliance with schedules, and provide a successful contract for the City of Tampa. Mr. Foran was the former Florida Engineering Society's (FES) Pinellas Chapter President and was a member of its Board of Directors.**

Assistant Project Manager/ Roadway Design / Drainage Design

Thomas Liu, P.E. Mr. Liu has over 20 years of roadway design and drainage experience on City, Florida Department of Transportation, County, and Private Development projects in Florida. Mr. Liu has served as Project Engineer on several projects in the City of Tampa. Mr. Liu's drainage experience includes design of stormwater treatment systems including treatment and attenuation requirements for SWFWMD and SFWMD permits. Mr. Liu also has both design and project management experience in traffic operations (signalization, signing and marking, highway lighting). He has extensive experience in transportation engineering

"We have a long-standing relationship with LHE and have collaborated on multiple jobs together. We can always depend on Brad and his team to be knowledgeable of all design aspects of the project, be innovative with their approach, dependable with deadlines and communication, and responsive to any challenges that may arise. When anyone asks for a recommendation for an engineer, I do not hesitate to put them in touch with Brad and Lighthouse."

**Jeff Nelson, President
Nelson Construction**

including design for rural and urban highways, limited access expressways, and rural and urban interchanges. Technical aspects of design include horizontal and vertical geometry, development of traffic control plans, drainage design, utility conflicts, and permitting. His expertise also includes basin delineation, pond siting reports, inlet locations, pavement drainage, hydraulic calculation for storm sewer networks, cross-drain analysis, stormwater routing, floodplain analysis, water quality, optional culvert material, dredge and fill impacts, coordination with water management agencies for permitting, and formulating technical stormwater reports.

Principal-In-Charge, Quality Assurance/Quality Control

Frank Foran, P.E., LHE's Vice President for Southeast Transportation with oversight responsibility of the Florida operations, is a Highway Design Engineer with more than 40 years of experience in the Tampa Bay Area. He will provide the direction for our **Quality Control** program out of our Tampa Bay area office located in Safety Harbor. Mr. Foran is certified with the Florida Department of Transportation (FDOT) in the preparation of traffic control plans and has also received training from the Department in cost estimating and long-range estimating systems. In addition to writing Quality Control Plans for various assignments at LHE,

Mr. Foran has performed quality assurance plan reviews for other consulting firms. Recent projects include the Largo Medical Office Complex, St. Catherine's Catholic Church in Largo, First Community Bank in St. Petersburg, Blake Medical Center Expansion in Bradenton, Water and Sewer line replacement work in Tarpon Springs, Water and Sewer Line Relocation in Safety Harbor and many other projects in Manatee County, Sarasota County and Lee County.

Customer Centric Focus Yields Repeat Business

The LHE Team understands that adherence to schedule, quality, and budget standards are not the only measures of past performance. We also measure the quality of our services through customer satisfaction and the level of business-like concern for governmental client interests.

We pride ourselves on a reputation for reasonable and cooperative behavior from proposal and initial negotiations through contract modifications and final delivery. The LHE project team members take great pride in both their individual and team record of service for our clients. We recognize that the **quality of service provided to a client is directly related to the potential for repeat business.**

The number of letters of appreciation, repeat clients, and repeat contracts we have been awarded reflects our product quality and consistent history of preparing innovative and realistic design solutions that are consistently within four (4) percent of the competitive low bid and meet the client's most demanding schedules. **Repeat business now constitutes roughly ninety (90) percent of our business.**

LHE seeks to continually improve our job performance, quality of products and services, and responsiveness. We have formally interviewed both private and public sector clients to determine how our staff could better fill their needs. We have implemented many of their suggestions and will provide you with a top team of experienced professionals ready to respond to every need.

Current and Projected Workload

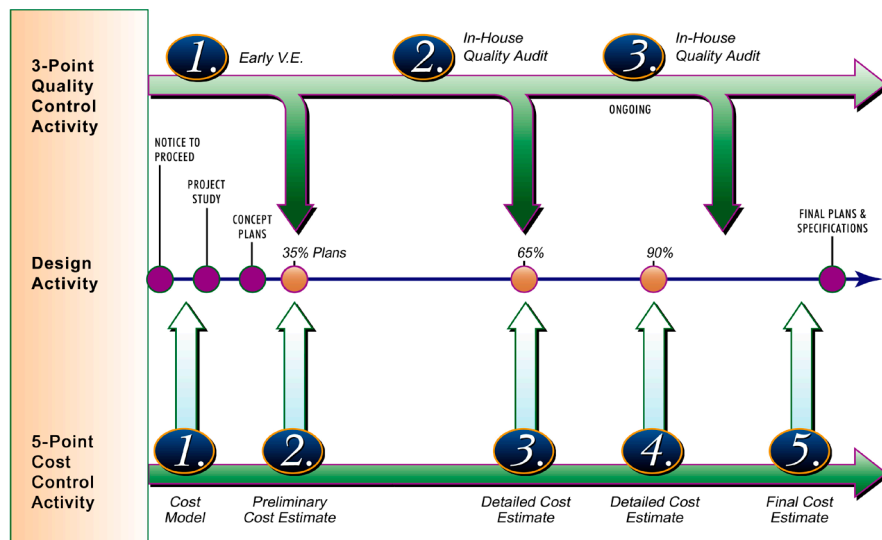
The current workload of LHE will allow us to begin work immediately. We are currently working for Hillsborough County on a Design job at US 41/SR 45 from Denver St. to N. of 27th Ave. S. that is set to be completed in November 2022. Our available design staff can provide more than 200 staff hours per month from our office in Safety Harbor. LHE routinely handles a multitude of project involving various disciplines.

We recently completed several significant projects including the AWARD WINNING I-275 bus on Shoulder project or Pinellas County, and Bayshore Blvd – Urban Multi-Use Trail for the City of Clearwater. Our projected workload falls within the capacity of our staff.

As with any firm, our workload is not always constant, but has peaks and valleys. The dedication of our staff enables LHE to meet our clients' goals by working overtime during peaks and improving out technical skills during slower periods. LHE assures the CDD that we have competent personnel available to deliver a quality project on schedule and our entire team will pull together to ensure that we meet the CDD's needs.

Successful Projects Result from Our Quality Assurance Program

Lighthouse Engineering believes that leadership in our industry can be achieved only through quality. Meeting quality goals at Lighthouse Engineering means commitment to the full satisfaction of every internal and external client. We continuously improve our management and technical processes in order to meet client requirements the first time, every time. Every team member of Lighthouse Engineering is dedicated to continuous improvement.



LHE Construction Cost and Quality Control Process.

The head of the QA/QC Team for this contract will be Frank Foran. Mr. Foran, P.E. will serve as the Management Representative responsible for implementing and maintaining the quality system and for regularly reporting system, process, or product failures with a view to continually improving the quality system. LHE recognizes that a quality product is the key to the successful performance of a contract, having maintained QA/QC standards and procedures since the company was founded in 2006. LHE has embraced the philosophy of Six Sigma Quality Management, which focuses on constantly monitoring performance, anticipating and preventing future problems by changing processes rather than merely reacting to mistakes. Our Six Sigma Program is client-and-product focused and is an established part of our corporate culture. The QA Program provides the controls and continuity necessary to perform a project in a defined, systematic manner and includes adequate provisions for changes. Our subcontractors are briefed on this process and fully comply with all procedures.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

Bradley S. Foran

32. DATE

6/21/2022

33. NAME AND TITLE

Bradley S. Foran, P.E., President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/08/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Florida Coastal Insurance Agency 1234 Court Street Ste B Clearwater, FL 33756	CONTACT NAME: Richard Ficca PHONE (A/C, No, Ext): (727) 569-6000 E-MAIL ADDRESS: rficca@gmail.com	FAX (A/C, No): (727) 490-0356	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Lighthouse Engineering, Inc 701 Enterprise Rd E #410 Safety Harbor FL 34695	INSURER A: First Community Insurance Company		
	INSURER B: First Community Insurance Company		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			09 0004998745 8 07	04/09/2021	04/09/2022	EACH OCCURRENCE	\$ 2,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ Included in Gen A	
	OTHER:						GENERAL AGGREGATE	\$ 4,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
B	AUTOMOBILE LIABILITY			09 0004998745 8 07	04/09/2021	04/09/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	EXCESS LIAB						AGGREGATE	\$	
	DED							\$	
	RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input type="checkbox"/> N	<input type="checkbox"/> N / <input type="checkbox"/> A				E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Building (Coverage A) Special \$145,656 LIMIT OF INSURANCE

Business Personal Property (Coverage B) Special \$10,000 LIMIT OF INSURANCE

Business Income and Extra Expense Special \$36,414 LIMIT OF INSURANCE

CERTIFICATE HOLDER**CANCELLATION**

For Informational Purposes Only
 For a company specific certificate please contact Florida Coastal Insurance Agency at 727-569-6000 or Fax 727-490-0356

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Florida Coastal Insurance Agency		NAMED INSURED Lighthouse Engineering, Inc	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

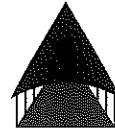
ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Hired & Non Owned Auto included in Bankers BOP Policy



Ron DeSantis, Governor



FBPE
FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

FORAN, BRADLEY SCOTT

701 ENTERPRISE ROAD E
SUITE 410
SAFETY HARBOR FL 34695

LICENSE NUMBER: PE52634

EXPIRATION DATE: FEBRUARY 28, 2023

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Ron DeSantis, Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

LIU, THOMAS

8509 W. HANNA AVE.
TAMPA FL 33615

LICENSE NUMBER: PE58258

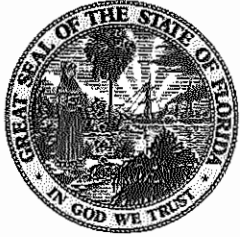
EXPIRATION DATE: FEBRUARY 28, 2023

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

FORAN, HUBERT F.

24 TWIN PEAKS DRIVE
MAGGIE VALLEY NC 28751

LICENSE NUMBER: PE11635

EXPIRATION DATE: FEBRUARY 28, 2021

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

July 26, 2021

Bradley Foran, President
LIGHTHOUSE ENGINEERING, INC. d/b/a LHE
701 Enterprise Road East, Suite 410
Safety Harbor, Florida 34695

Dear Mr. Foran:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

- Group 3 - Highway Design - Roadway
 - 3.1 - Minor Highway Design
 - 3.2 - Major Highway Design
 - 3.3 - Controlled Access Highway Design

- Group 6 - Traffic Engineering and Operations Studies
 - 6.3.1 - Intelligent Transportation Systems Analysis and Design
 - 6.3.2 - Intelligent Transportation Systems Implementation

- Group 7 - Traffic Operations Design
 - 7.1 - Signing, Pavement Marking and Channelization
 - 7.2 - Lighting
 - 7.3 - Signalization

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2022, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense
199.49%*	3.206%	Reimbursed	No	1.21%

*For multi-year contracts, DOT has adjusted the overhead rates to mitigate the adverse impacts of Payroll Protection Program loan forgiveness. For information on the adjusted overhead rates, contact the district Procurement Office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,



Carliayn Kell
Professional Services
Qualification Administrator

Licensee Details

Licensee Information

Name: **LIGHTHOUSE ENGINEERING INC. DBA LHE, INC. (Primary Name)**

Main Address: **701 ENTERPRISE ROAD EAST
SUITE 410
SAFETY HARBOR Florida 34695**

County: **PINELLAS**

License Mailing:

LicenseLocation:

License Information

License Type: **Registry**

Rank: **Registry**

License Number: **28576**

Status: **Current**

Licensure Date: **05/15/2009**

Expires:

Special Qualifications **Qualification Effective**

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. [Copyright 2007-2010 State of Florida. Privacy Statement](#)

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee.

However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

[Previous On List](#) [Next On List](#) [Return to List](#)

[Events](#) **No Name History**

Detail by Entity Name

Florida Profit Corporation
LIGHTHOUSE ENGINEERING INC.

Filing Information

Document Number	P06000152907
FEI/EIN Number	20-8032896
Date Filed	12/12/2006
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	05/01/2009

Principal Address

701 ENTERPRISE ROAD EAST
SUITE 410
SAFETY HARBOR, FL 34695

Changed: 03/31/2016

Mailing Address

701 ENTERPRISE ROAD EAST
SUITE 410
SAFETY HARBOR, FL 34695

Changed: 03/31/2016

Registered Agent Name & Address

FABRIZIO, SANDRA K, MRS.
701 ENTERPRISE ROAD
SUITE 410

SAFETY HARBOR, FL 34695

Name Changed: 03/07/2014

Address Changed: 03/07/2014

Officer/Director Detail**Name & Address**

Title PTD

FORAN, BRADLEY S
 65 TURNSTONE DR
 SAFETY HARBOR, FL 34695

Annual Reports

Report Year	Filed Date
2020	01/22/2020
2021	03/08/2021
2022	03/08/2022

Document Images

03/08/2022 -- ANNUAL REPORT	View image in PDF format
03/08/2021 -- ANNUAL REPORT	View image in PDF format
01/22/2020 -- ANNUAL REPORT	View image in PDF format
01/13/2019 -- ANNUAL REPORT	View image in PDF format
01/11/2018 -- ANNUAL REPORT	View image in PDF format
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03/21/2011 -- ANNUAL REPORT	View image in PDF format
03/23/2010 -- ANNUAL REPORT	View image in PDF format
05/01/2009 -- REINSTATEMENT	View image in PDF format
08/23/2007 -- ANNUAL REPORT	View image in PDF format
12/12/2006 -- Domestic Profit	View image in PDF format

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CITY OF SAFETY HARBOR

ACCOUNT NO: 2022-13802

BRAD FOLAN
701 ENTERPRIDE RD E
SAFETY HARBOR, FL 34695

ISSUED: 07/22/2021
EXPIRES: 09/30/2022

BUSINESS TAX RECEIPT FOR FISCAL YEAR 2021-2022

KEEP CONSPICUOUSLY POSTED AT THE PLACE OF BUSINESS SHOWN

INDIVIDUAL/BUSINESS NAME AND ADDRESS

LIGHTHOUSE ENGINEERING
701 ENTERPRISE RD E 410
SAFETY HARBOR, FL 34695

OWNER NAME AND ADDRESS

BRAD FOLAN
701 ENTERPRISE RD E 410
SAFETY HARBOR, FL 34695

THE PERSON OR FIRM NAMED ABOVE IS HEREBY REGISTERED TO ENGAGE
IN THE BUSINESS, PROFESSION OR TRADE LISTED BELOW IN THE CITY OF
SAFETY HARBOR, FLORIDA.

<u>FEE DESCRIPTION(S)</u>	<u>AMOUNT PAID</u>
PROFESSIONAL STATE OR BOARD CERTIFIED	\$190.00
FIRE INSPECTION FEE	\$25.00
TOTAL:	\$215.00



From: Pinellas County Economic Development, Small Business Enterprise Program
April 27, 2022
Subject: Pinellas County Small Business Enterprise Program Renewal Application Approved

Dear Bradley Foran, P.E.:

Congratulations! Your [Renewal]application for designation as a Small Business Enterprise in the SBE Program is approved. The approval is contingent upon your firm successfully completing the eligibility listed below. We have designated Lighthouse Engineering, Inc. DBA LHE as eligible to [continue to] participate in the SBE program, and sheltered market program with an effective date of 4/8/2022. This certificate is specific to Pinellas County and covers only the company that is listed in this letter, not any other company with which you may be associated. Your firm will appear on the list of approved registered vendors.

As part of our SBE program, **we do require you to register your business** in our SBDC system as well. This registration will make it easier to sign up for classes and any time you need one-on-one free counseling for questions with procuring contracts with Government (County or Federal). Please visit our website, at <https://www.pced.org/page/Consulting>, to register and learn more or call 727-453-7200 for your consultation. During the registration process it will ask for nature of "counseling requested", select from any of the boxes you wish and then scroll down to the bottom and in the additional area please indicate "Pinellas County SBE" in the text box.

No additional eligibility. You are successfully registered. We encourage your firm to view our list of workshops to assist your business with getting the most out of working with Pinellas County. Please visit our website, at <https://pinellas.obsres.com/economic/Info.aspx?EventID=3005>, to register and learn more. These workshops are not mandatory, however, recommended.

Please visit our website, at <https://pinellas.obsres.com/economic/Info.aspx?EventID=3005>, to register and learn more or call 727-453-7200 for your consultation.

Form Name: Pinellas County Small Business Enterprise Program Renewal Application
Business: Lighthouse Engineering, Inc. DBA LHE
Contact: Bradley Foran, P.E.
Submission Date: 4/8/2022
Review Date: 4/12/2022
Expiration Date: 4/11/2025

Your approved Pinellas County Small Business Enterprise Program Renewal Application will expire 4/11/2025. If there are changes to your business, please contact staff to ensure the most accurate representation of your business. This includes changes to your company contacts, products, or services.

Thank you for your continued interest in participating with Pinellas County and the SBE Program. If you have any additional questions please email us at Businesshelp@pinellascounty.org or call 727-453-7200.

PINELLAS COUNTY
SMALL BUSINESS ENTERPRISE
PROGRAM

THIS CERTIFICATE IS AWARDED TO

**Lighthouse Engineering, Inc. DBA
LHE**

HAS SUCCESSFULLY COMPLETED THE
SBE Certification Requirements for:
Construction
Professional, Scientific, and Technical Services
Certification Expires:
4/11/2025

Approved:

4/12/2022



SIGNED, *Corey McCaster*





Minority and Small Business Development

Certification Program

This is to certify that in accordance with City of Tampa Ordinance 2008-89

Lighthouse Engineering, Inc. DBA LHE

is hereby certified as a

Small Local Business Enterprise (SLBE)

In the following specialty(ies)

Construction-Related Services

The certification is valid from January 15, 2021 to January 15, 2023

Updates for recertification are required prior to the expiration date listed above. If at any time changes are made in the firm that are not in concert with our eligibility requirements, you agree to report those changes to us for evaluation. The City of Tampa reserves the right to terminate this certification at anytime it determines eligibility requirements are not being met.

**Gregory K. Hart, Manager
Minority and Small Business Manager**



**Board of County Commissioners
Economic Development Department
Minority and Disadvantaged Business Development**

Small Business Registration

Lighthouse Engineering, Inc. DBA LHE

HC-1873/22

Valid from March 2, 2022 - March 2, 2024

Approved Lines of Business:

Engineering - Civil, Construction-Related Services

A handwritten signature in black ink, appearing to read "Theresa Kempa".

Theresa Kempa
Minority and Disadvantaged Business Manager
Economic Development Department



PORT TAMPA BAY™

Small Business Enterprise Certification

Lighthouse Engineering Inc.

Federal ID #20-8032896

***Services Provided: Architect-Engineer & Other Professional
Design Services; Consulting Services***

Valid from 04/25/2022 to 04/24/2023

Donna L. Casey

SBE & Contracts Manager

***Please note this certificate is valid only with Port Tampa Bay.
It is not reciprocal with the City of Tampa or Hillsborough County and may not be reciprocal with any other local governmental agency.***

Member since 2023



The City of St. Petersburg Small Business Enterprise Certification

This certificate is awarded to
Lighthouse Engineering, Inc. DBA LHE

SBE Certification Number: 124586

This certificate is applicable in
Engineering - Civil, Construction-Related Services, The City of St. Petersburg

Certified: April 4, 2022

Expires: March 2, 2024

Stephanie Swinson, Esq.
Contracts Compliance Manager
727-893-4109
Stephanie.Swinson@stpete.org

In accordance with the City of St. Petersburg's Small Business Enterprise Ordinance #789-G, your business is certified as a Small Business Enterprise by the City of St. Petersburg. You will need to show proof of your new Occupational License each year, as well as renew your certification with this agency every three years. If at anytime the composition of the SBE status of your firm changes, you need to complete another SBE affidavit. The City of St. Petersburg Government reserves the right to terminate or cancel this certification at anytime when it is found that the composition of the Organization has changed and no longer meets the definition established for SBE certification.

NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

12B11

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

Newport Isles CDD

JUNE 9TH, 2022

2. PUBLIC NOTICE DATE

May 2022

3. SOLICITATION OR PROJECT NUMBER

RFP for Newport Isles CDD

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Clint Cuffle, P.E. Principal

Water Resource Associates, LLC (aka WRA)

6. TELEPHONE NUMBER

813 265 3130

7. FAX NUMBER

NA

8. E-MAIL ADDRESS

ccuffle@wraengineering.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	<i>(Check)</i>			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCON-TRACTOR			
a.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	WRA <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	7978 Cooper Creek Blvd, Suite 102. University Park, FL 34201	Project Mgmt., Civil Engineering Environmental Science Construction Mgmt., Survey

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

WRA – Residential Planning and Design



Established in 1997 by the former Executive Director and Assistant Director of the Southwest Florida Water Management District (SWFWMD), WRA has a clear understanding of the complex regulatory environment associated with residential development in southwest Florida. WRA understands that the success of a project to be delivered on time while meeting the design expectations of our clients, hinges heavily on our ability to foresee engineering, environmental, permitting and constructability constraints and opportunities early on in the process.

Residential land planning for WRA means finding a way to achieve our clients' desired land plan while carefully managing infrastructure and earthwork costs, designing efficient stormwater and floodplain management, carefully considering environmental impact and mitigation strategies, and charting out the most efficient permitting approach to every project.

WRA's current list of residential development clients include the following:

- DR Horton
- Arlington Properties
- Ashton Woods
- Barclay Group
- Beazer Homes
- Benderson Development
- CalAtlantic Homes
- David Weekly Homes
- Hines
- KB Homes
- Meritage Homes
- Metro Development
- M/I Homes
- Newland Communities
- Pioneer Homes
- Pulte Homes

A Partial list of WRA's CDD involved residential projects throughout the region includes the following:

- Estancia at Wiregrass (1100 Lots) – Pasco
- Two Rivers Ranch (4000 Lots) – Pasco
- Parrish Lakes (3300 Lots) - Manatee
- Sweetwater at Lakewood Ranch (550 Lots) – Manatee
- Panacea (3000 Lots) – City of North Port
- South Branch Ranch (2500 Lots) - Pasco



“Small Firm Focus – Big Firm Capabilities”

In addition to our residential planning and design experience, WRA provides our clients with a suite of other engineering, water resources, environmental, and construction management services.



CIVIL ENGINEERING AND LAND DEVELOPMENT

- Rezoning and Entitlements
- Single Family Residential
- Residential Townhomes
- Apartment Complexes
- Commercial Big Box
- Commercial Outparcels
- Mixed Use Communities
- Office Parks
- Industrial Facilities
- Charter Schools
- Athletic Facilities
- Due Diligence
- Site Cost Estimating
- Value Engineering
- Master Stormwater
- Paving and Grading
- Utility Master Plans
- Reclaimed Water
- Digital Terrain Modeling
- Dredge Operations
- Floodplain Analysis
- FEMA No-Rise Certs.
- FEMA LOMRs



WATER RESOURCES AND HYDROGEOLOGY

- Water Use Permitting
- Regional Water Supply Planning
- Alternative Water Supply Planning
- Water Quality Evaluations
- Wellfield Siting and Design
- Aquifer Storage and Recovery
- Groundwater Flow and Transport
- Water Conservation
- Public Facilitation and Mediation
- Water Supply Feasibility Studies
- Independent Third Party Reviews
- Expert Witness Testimony
- Funding Assistance
- Hydrogeological Modeling
- Mounding Analysis
- Stormwater Percolation



ENVIRONMENTAL SERVICES

- Army Corp of Engineers Permitting
- Water Management District Permitting
- Wetland Delineation
- Wetland Impact and Mitigation
- Environmental Due Diligence
- Threatened and Endangered Species Assessments
- Gopher Tortoise Survey and Relocation
- Eagle Permitting through FFWCC and USFWS



CONSTRUCTION SUPPORT

- Bid Document Preparation
- Contractor Procurement
- Construction Plan QA/QC
- Cost Estimates and Bond Coordination
- Inspection Services
- Construction Oversight
- NPDES Inspections
- Soft Utility Coordination
- Certification Services

Tampa Office:

4260 West Linebaugh Ave.
Tampa, FL 33624
813-265-3130

Manatee Office:

7979 Cooper Creek Blvd. Ste 102
University Park, FL 34201
941-358-3824

www.wraengineering.com

NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

12C

**Newport Isles Community Development District
Request for Qualifications – District Engineering Services**

Competitive Selection Criteria

	Ability and Adequacy of Professional Personnel	Consultant’s Past Performance	Geographic Location	Willingness to Meet Time and Budget Requirements	Certified Minority Business Enterprise	Recent, Current and Projected Workloads	Volume of Work Previously Awarded to Consultant by District	TOTAL SCORE
<i>weight factor</i>	25	25	20	15	5	5	5	100
NAME OF RESPONDENT								
1 Lighthouse Engineering, Inc.								
2 WRA Engineering, LLC								

Board Member’s Signature

Date

NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2022**

**NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2022**

	General Fund	Debt Service Fund	Total Governmental Funds
	<u> </u>	<u> </u>	<u> </u>
ASSETS			
Cash	\$ 4,675	\$ -	\$ 4,675
Due from Landowner	9,161	470	9,631
Total assets	<u>\$ 13,836</u>	<u>\$ 470</u>	<u>\$ 14,306</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 5,776	\$ 470	\$ 6,246
Due to Landowner	-	3,818	3,818
Accrued wages payable	2,600	-	2,600
Accrued taxes payable	321	-	321
Landowner advance	6,000	-	6,000
Total liabilities	<u>14,697</u>	<u>4,288</u>	<u>18,985</u>
Fund balances:			
Restricted for:			
Debt service	-	(3,818)	(3,818)
Unassigned	(861)	-	(861)
Total fund balances	<u>(861)</u>	<u>(3,818)</u>	<u>(4,679)</u>
Total liabilities and fund balances	<u>\$ 13,836</u>	<u>\$ 470</u>	<u>\$ 14,306</u>

**NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED SEPTEMBER 30, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 9,161	\$ 43,406	\$ 72,890	60%
Total revenues	<u>9,161</u>	<u>43,406</u>	<u>72,890</u>	60%
EXPENDITURES				
Professional & administrative				
Supervisors	861	3,660	-	N/A
Management/accounting/recording	4,000	28,000	28,000	100%
Legal	1,718	8,795	25,000	35%
Engineering	-	-	2,000	0%
Dissemination agent*	-	-	250	0%
Telephone	16	116	200	58%
Postage	17	38	500	8%
Printing & binding	42	292	500	58%
Legal advertising	-	649	6,500	10%
Annual special district fee	-	-	175	0%
Insurance	2,507	2,507	5,500	46%
Contingencies/bank charges	-	-	500	0%
Website hosting & maintenance	-	-	1,680	0%
Website ADA compliance	-	210	210	100%
Total professional & administrative	<u>9,161</u>	<u>44,267</u>	<u>72,890</u>	61%
Excess/(deficiency) of revenues over/(under) expenditures	-	(861)	-	
Fund balances - beginning	(861)	-	-	
Fund balances - ending	<u>\$ (861)</u>	<u>\$ (861)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued

**NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED SEPTEMBER 30, 2022**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Debt service		
Cost of issuance	<u>471</u>	<u>3,818</u>
Total debt service	<u>471</u>	<u>3,818</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (471)	 (3,818)
 Fund balances - beginning	 <u>(3,347)</u>	 <u>-</u>
Fund balances - ending	<u>\$ (3,818)</u>	<u>\$ (3,818)</u>

NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT**

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The Newport Isles Community Development District Board of Supervisors held a Public Hearing and Regular Meeting on August 15, 2022, at 10:00 a.m., at WRA Engineering, 7978 Cooper Creek Blvd., Suite 102, University Park, Florida 34201.

Present at the meeting were:

Susan Collins	Chair
Richard James	Vice Chair
Clifton Fischer	Assistant Secretary
Jake Essman (via telephone)	Assistant Secretary

Also present were:

Craig Wrathell	District Manager
Kristen Suit	Wrathell, Hunt and Associates, LLC
Meredith Hammock (via telephone)	District Counsel
Clint Cuffle (via telephone)	Interim District Engineer
Tom Chapman	Landowner
David Berner	Southeast Land Consultants

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 10:23 a.m. Supervisors Collins, James and Fischer were present. Supervisor Essman was attending via telephone. Supervisor Misenhelder was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2022/2023 Budget**

A. Affidavit/Proof of Publication

40 The affidavit of publication was included for informational purposes.

41 **B. Consideration of Resolution 2022-34, Relating to the Annual Appropriations and**
42 **Adopting the Budgets for the Fiscal Year Beginning October 1, 2022, and Ending**
43 **September 30, 2023; Authorizing Budget Amendments; and Providing an Effective**
44 **Date**

45 Ms. Suit reviewed the proposed Fiscal Year 2023 budget highlighting line item increases,
46 decreases and adjustments, compared to the Fiscal Year 2022 budget, and explained the
47 reasons for any adjustments.

48 Mr. Wrathell stated the \$7,500 allocated for “Debt service fund accounting: 1st series”
49 reflects the assumption that the CDD would have a large bond issue and, as discussed, if the
50 bond issue is smaller than anticipated that fee would be scaled down.

51

52 **On MOTION by Mr. Fischer and seconded by Ms. Collins, with all in favor, the**
53 **Public Hearing was opened.**

54

55

56 No members of the public spoke.

57

58 **On MOTION by Mr. Fischer and seconded by Ms. Collins, with all in favor, the**
59 **Public Hearing was closed.**

60

61

62 Ms. Suit presented Resolution 2022-34 and read the title. The following change was
63 made to Resolution 2022-34:

64 Page 1, HEADING: Change “2023-34” to “2022-34”

65

66 **On MOTION by Mr. Fischer and seconded by Ms. Collins, with all in favor,**
67 **Resolution 2022-34, as amended, Relating to the Annual Appropriations and**
68 **Adopting the Budgets for the Fiscal Year Beginning October 1, 2022, and Ending**
69 **September 30, 2023; Authorizing Budget Amendments; and Providing an**
70 **Effective Date, was adopted.**

71

72

73 **FOURTH ORDER OF BUSINESS** **Consideration of Fiscal Year 2022/2023**
 74 **Funding Agreement**

75
 76 Ms. Suit presented the Fiscal Year 2022/2023 Funding Agreement. Approval was
 77 requested in substantial form; a revised form would be circulated for signature.

78

79 **On MOTION by Mr. Fischer and seconded by Ms. Collins, with all in favor, the**
 80 **Fiscal Year 2022/2023 Funding Agreement, was approved.**

81

82

83 **FIFTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
 84 **Statements as of June 30, 2022**

85
 86 Ms. Suit presented the Unaudited Financial Statements as of June 30, 2022.

87

88 **On MOTION by Mr. Fischer and seconded by Ms. Collins, with all in favor, the**
 89 **Unaudited Financial Statements as of June 30, 2022, were accepted.**

90

91

92 **SIXTH ORDER OF BUSINESS** **Approval of June 15, 2022 Public Hearings**
 93 **and Regular Meeting Minutes**

94
 95 Mr. Wrathell presented the June 15, 2022 Public Hearings and Regular Meeting Minutes

96

97 **On MOTION by Mr. Fischer and seconded by Ms. Collins, with all in favor, the**
 98 **June 15, 2022 Public Hearings and Regular Meeting Minutes, as presented,**
 99 **were approved.**

100

101

102 **SEVENTH ORDER OF BUSINESS** **Staff Reports**

103

104 **A. District Counsel: *KE Law Group, PLLC***

105 There was no report.

106 **B. District Engineer (Interim): *WRA Engineering, LLC***

107 Mr. Burford stated the design is not at a point yet to be able to advertise a Request for
 108 Proposals (RFP) for the site work. He estimated the RFP can be advertised in early October, in
 109 order to commence construction in November.

110 Pre-bid meetings, advertising deadlines, upcoming meeting dates and ranking criteria
111 were discussed.

112

113 **On MOTION by Mr. James and seconded by Mr. Fischer, with all in favor,**
114 **authorizing Staff to draft the form of RFP for Site Work and advertise the RFP,**
115 **and authorizing the Chair to review and approve the form of RFP prior to**
116 **advertising, was approved.**

117

118

119 Ms. Hammock stated a Landowner Funding Agreement will be prepared to fund the
120 contract until bonds are issued.

121 **C. District Manager: *Wrathell, Hunt and Associates, LLC***

- 122 • **NEXT MEETING DATE: September 19, 2022 at 10:00 A.M.**

- 123 ○ **QUORUM CHECK**

124 The meeting scheduled for September 19, 2022 was canceled. The next meeting will be
125 held on October 17, 2022.

126

127 **EIGHTH ORDER OF BUSINESS**

Board Members' Comments/Requests

128

129 There were no Board Members' comments or requests.

130

131 **NINTH ORDER OF BUSINESS**

Public Comments

132

133 No members of the public spoke.

134

135 **TENTH ORDER OF BUSINESS**

Adjournment

136

137

138 **On MOTION by Mr. Fischer and seconded by Mr. James, with all in favor, the**
139 **meeting adjourned at 10:44 a.m.**

140

141

142

143

144

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

145
146
147
148
149
150

Secretary/Assistant Secretary

Chair/Vice Chair

NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

NEWPORT ISLES COMMUNITY DEVELOPMENT DISTRICT**BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE****LOCATION***WRA Engineering, 7978 Cooper Creek Blvd., Suite 102, University Park, Florida 34201*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 17, 2022 CANCELED	Regular Meeting	10:00 AM
October 26, 2022	Regular Meeting	10:00 AM
November 21, 2022	Regular Meeting	10:00 AM
December 19, 2022	Regular Meeting	10:00 AM
January 16, 2023	Regular Meeting	10:00 AM
February 20, 2023	Regular Meeting	10:00 AM
March 20, 2023	Regular Meeting	10:00 AM
April 17, 2023	Regular Meeting	10:00 AM
May 15, 2023	Regular Meeting	10:00 AM
June 19, 2023	Regular Meeting	10:00 AM
July 17, 2023	Regular Meeting	10:00 AM
August 21, 2023	Regular Meeting	10:00 AM
September 18, 2023	Regular Meeting	10:00 AM