Poitras East
Community Development District

12051 Corporate Boulevard, Orlando, FL 32817; Phone: 407-723-5900
http://poitraseastcdd.com/

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Poitras East Community Development District ("District"), scheduled to be held at **4:00 p.m. on Tuesday, February 16, 2021 at Courtyard Orlando Lake Nona, 6955 Tavistock Lakes Blvd, Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

Please use the following information to join via the computer or the conference line:

Phone: 1-844-621-3956 Computer: pfmgroup.webex.com Participant Code: 796 580 192#

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm Quorum
- Public Comment Period

1. **Consideration of the Minutes of the January 19, 2021 Board of Supervisors' Meeting**

Business Matters

2. **Consideration of Interlocal Agreement between the Poitras East Community Development District and the Greeneway Improvement District regarding Construction of Centerline Drive Segment F**
3. **Matters Pertaining to District Construction**
    a. **Authorization to Bid for Master Infrastructure Phase 1C and Centerline Drive Segment F**
    b. **Consideration of RFP for Traffic Signalization Improvements at the Intersection of Narcoossee Road and Luminary Boulevard**
4. **Ratification of Payment Authorization Nos. 93 – 95**
5. **Recommendation of Work Authorization/Proposed Services (if applicable)**
6. **Review of District's Financial Position and Budget to Actual YTD**

Other Business

A. Staff Reports
    1. District Counsel
    2. District Manager
    3. District Engineer
    4. Construction Supervisor
B. Supervisor Requests

Adjournment

pfm

Poitras East
Community Development District

Minutes of the January 19, 2021
Board of Supervisors' Meeting

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' MEETING MINUTES

FIRST ORDER OF BUSINESS

The Board of Supervisors' Meeting for the Poitras East Community Development District was called to order on Tuesday, January 19, 2021 at 4:00 p.m. at 6900 Tavistock Lakes Blvd, Suite 200, Orlando, FL 32327.

Present:

Richard Levey	Chairperson	
Rob Adams	Vice Chairperson	
Frank Paris	Assistant Secretary	
Brent Schademan	Assistant Secretary	(via phone)

Also, attending:

Jennifer Walden	PFM	
Lynne Mullins	PFM	(via phone)
Kevin Plenzler	PFM	(via phone)
Tucker Mackie	Hopping Green & Sams	(via phone)
Deborah Sier	Hopping Green & Sams	(via phone)
Jeff Newton	Donald W. McIntosh Associates, Inc.	(via phone)
Larry Kaufmann	Construction Supervisor & Member	Construction Committee (via phone)

SECOND ORDER OF BUSINESS **Public Comment Period**

Dr. Levey asked for any public comments. There were no comments at this time.

THIRD ORDER OF BUSINESS **Consideration of the Minutes of the November 10, 2020, Board of Supervisors' Meeting**

Board Members reviewed the minutes from the November 10, 2020, Board of Supervisors' Meeting.

On Motion by Mr. Adams, second by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved the Minutes of the November 10, 2020, Board of Supervisors Meeting.

FOURTH ORDER OF BUSINESS **Discussion Regarding Synovus Banking Fees**

Ms. Walden stated Synovus contacted the District Management Team about several Districts that utilize their services for banking. Synovus informed them that they are no longer going to be waiving fees for CDDs and will

begin assessing fees in a few months. Included in the Agenda Package is a fee schedule which allows an estimation of what those potential fees could be. The fees for various items would have added up to about $170.00 for the month of October. Synovus is giving the District a few months to decide what course of action the District wants to take. In the meantime, a PFM employee at another District has a contact at Synovus. They are working on an alternate solution to a la carte fees. It may take a couple weeks to come up with that alternative. Ms. Walden requested the District table this item for a future meeting. For now, the fee structure remains as it is; new fees have not yet been implemented.

FIFTH ORDER OF BUSINESS **Consideration of Agreement with City of Orlando for Alley Ways (Parcel N3)**

Ms. Mackie stated the District will continue to table this item as it is not ready for presentation to the Board.

SIXTH ORDER OF BUSINESS **Ratification of Payment Authorization Nos. 86 - 92**

Dr. Levey noted these have been approved and paid and just need to be ratified by the Board.

On Motion by Mr. Adams, second by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District ratified Payment Authorization Nos. 86 – 92.

SEVENTH ORDER OF BUSINESS **Recommendation of Work Authorization/Proposed Services**

Mr. Kaufmann had no Work Authorizations for the Board to consider this month.

EIGHTH ORDER OF BUSINESS **Review of District's Financial Position and Budget to Actual YTD**

The Board reviewed the financials through the end of December. The District has expenses of $26,000.00 vs. a budget of $361,000.00. The District is under budget and no action is required by the Board.

NINTH ORDER OF BUSINESS **Staff Reports**

District Counsel – Ms. Sier explained regarding recent legislative changes that require Board action. The Florida Legislature passed a new law which went into effect of January 1, 2021 and requires public employers participate in the E-Verify System. E-Verify, which is operated by the Department of Homeland Security, is used to confirm that employees are eligible to work in the United States. Local

government entities that enter into contracts like the District must register for the E-Verify System. Ms. Sier noted that, going forward, District Counsel will include language in its contracts that requires the contractors to also participate in E-Verify. If the District has a good faith belief that its Contractors are complying with E-Verify, there is no additional paperwork or reporting that the District is required to do beyond the initial registration. The system is online and requires an E-Signature on the MOU. District Counsel asked the Board delegate to the Secretary the authority to register the District on E-Verify and execute the MOU.

On Motion by Mr. Adams, second by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District delegated to the Secretary the authority to register the District on E-Verify and execute the Memorandum of Understanding.

District Manager – Ms. Walden noted the next meeting will be Tuesday, February 16, 2021 and the District will be moving their meeting location back over to the hotel as this location is no longer available.

District Engineer – No Report

Construction Supervisor – No Report

TENTH ORDER OF BUSINESS **Supervisor and Audience Comments & Adjournment**

There were no Supervisor requests or audience comments. Dr. Levey requested a motion to adjourn.

On Motion by Mr. Paris, second by Mr. Adams, with all in favor, the January 19, 2021, meeting of the Board of Supervisors for the Poitras East Community Development District was adjourned.

_____ _____

Secretary/Assistant Secretary Chair/Vice Chair

Poitras East
Community Development District

Interlocal Agreement between the Poitras East Community Development District and the Greeneway Improvement District regarding Construction of Centerline Drive Segment F

INTERLOCAL AGREEMENT BETWEEN THE POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT AND THE GREENEWAY IMPROVEMENT DISTRICT REGARDING CONSTRUCTION OF CENTERLINE DRIVE SEGMENT F

THIS AGREEMENT is made and entered into this ___ day of _____, 2021, by and between the **POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT** ("**Poitras**") and the **GREENEWAY IMPROVEMENT DISTRICT** ("**Greeneway**" and together the "**Districts**"), each of whom is a special purpose unit of local government located in the City of Orlando, Florida (this Agreement hereinafter referred to as the "**Interlocal Agreement**").

RECITALS

WHEREAS, Poitras and Greeneway are special-purpose units of local government located entirely within the City of Orlando, Florida, that have been established for the purpose of planning, financing, constructing, installing, operating, and/or acquiring certain improvements, facilities and services in conjunction with the development of lands located within the Districts; and

WHEREAS, Greeneway anticipates providing certain infrastructure improvements consisting of a certain portion of roadway known as "**Centerline Drive Segment F,**" which is to be located within the boundaries of Greeneway, the location of which is depicted in **Exhibit A**; and

WHEREAS, Centerline Drive Segment F is an extension of a portion of roadway known as "**Centerline Drive Segment G,**" which is part of a project known as "**Poitras East Master Infrastructure Phase 1C,**" which is to be located within the boundaries Poitras, the location of which is also depicted in **Exhibit A**; and

WHEREAS, the Districts wish to ensure the timely, efficient and cost effective provision of construction services and each has determined that the Centerline Drive Segment F and Poitras East Master Infrastructure Phase 1C should be constructed as one coordinated effort; and

WHEREAS, the Districts find that designation of Poitras as the entity responsible for the solicitation of competitive bids and provision of construction services is the most efficient and cost-effective way to construct Centerline Drive Segment F; and

WHEREAS, Greeneway has previously authorized the Districts' Engineer, Donald W. McIntosh Associates, Inc. (the "**Engineer**") to design and permit Centerline Drive Segment F ("**Design Work Authorization**") and Poitras intends to enter into a construction contract in connection with the construction of Centerline Drive Segment F, which contract will be administered by the Engineer (the "**Construction Contract**"); and

WHEREAS, Greeneway will not be a party to the Construction Contract; however, Greeneway has agreed to bear the full cost of Centerline Drive Segment F, to be constructed pursuant to the Construction Contract, as hereinafter provided; and

WHEREAS, it is in the interest of each District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the boundaries of their respective districts; and

WHEREAS, section 163.01, *Florida Statutes*, known as the "Florida Interlocal Cooperation Act of 1969," permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Districts find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the Districts desire to exercise jointly their common powers and authority concerning the cost effective provision of construction services; the avoidance of inefficiencies caused by the unnecessary duplication of services; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies; and

WHEREAS, Greeneway and Poitras desire to memorialize and set forth clearly their understanding and agreement with respect to allocation of costs between the parties for improvements related to Centerline Drive Segment F as well as certain other matters addressed herein.

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:

AGREEMENT

1. RECITALS AND AUTHORITY. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Interlocal Agreement. This Interlocal Agreement is entered into pursuant to the provision of Florida law, including but not limited to Chapters 163, 189, and 190, *Florida Statutes*, and the Florida Constitution.

2. CONSTRUCTION. The parties agree that Centerline Drive Segment F shall only be constructed or otherwise provided for by Poitras. In order to ensure the efficient and timely completion of Centerline Drive Segment F, and to avoid unnecessary duplication of costs, the Districts hereby agree that Poitras shall be responsible for the solicitation of bids and construction, including construction management, of Centerline Drive Segment F through final acceptance by any applicable governmental body or authority with jurisdiction, subject to the terms and conditions of this Interlocal Agreement.

2.1 *Contracts*. Poitras agrees that all contracts for construction or provision of Centerline Drive Segment F shall name Greeneway, its respective officers, directors, employees and agents, as additional insureds on all pertinent insurance policies. Poitras shall comply with the District's Rules of

Procedure and all applicable laws regarding the procurement of goods, services or construction activities.

2.2 *Construction Administration*. Poitras shall be solely responsible for ensuring adequate construction administration and inspection for any construction of Centerline Drive Segment F. All contracts for construction administration shall ensure that Greeneway is insured and indemnified to the extent then-permitted by Florida law.

2.3 *Conveyance for Maintenance*. The Districts acknowledge that Centerline Drive Segment F may be conveyed to other units of government. The Districts agree to cooperate and use their best efforts to ensure the timely acceptance of any such improvements by any such governmental authority, including the granting of any necessary property rights to the governmental body or authority, or the execution of a plat dedicating certain interests in any necessary property.

2.4 *Allocation of Costs for Centerline Drive Segment F*. The projected costs for the provision of Centerline Drive Segment F shall be borne fully by Greeneway. Greeneway agrees to reimburse Poitras for actual costs associated with Centerline Drive Segment F as confirmed by the Engineer.

2.5 *Payment*. Upon receipt of invoices from the contractor under the Construction Contract, the Engineer shall review and approve the invoice and make a determination as to the amount owed by Greeneway to Poitras based on the cost allocation for Centerline Drive Segment F as described in Section 2.4 above. Following completion of the work pursuant to the Construction Contract, the Engineer shall forward a single invoice to Greeneway for payment of all of Greeneway's allocated costs. Greeneway shall remit the invoiced amount to Poitras within fourteen (14) days from the receipt of the invoice from the Engineer.

2.6 *Construction by Third Party*. Notwithstanding the foregoing, nothing herein shall prohibit the TDCP, LLC, its successors or assigns, from funding and constructing or causing the construction of any portion of Centerline Drive Segment F, which may then be acquired in whole or in part by Greeneway pursuant to a separate agreement and subject to such costs as may be separately determined by the Districts.

3. **INSURANCE.** Poitras shall require any contractor selected to construct Centerline Drive Segment F to maintain liability and property insurance in amounts customary for the scope of such a construction project and shall name Greeneway as an additional insured.

4. **LIABILITY LIMITATIONS.** Nothing in this Interlocal Agreement shall be deemed as a waiver of immunity or limits of liability of any of the Districts, including their supervisors, officers, agents and employees and independent contractors, 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 statute, and nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

5. DEFAULT. A default by either party under this Interlocal Agreement shall entitle the other party to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than five (5) days from the date of receipt of such notice to cure monetary defaults and fifteen (15) days to cure other defaults.

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

7. CONTROLLING LAW. This Interlocal Agreement shall be construed and governed in accordance with the laws of the State of Florida.

8. SEVERABILITY. In the event any term or provision of this Interlocal Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Interlocal Agreement shall be construed to be in full force and effect.

9. AMENDMENT. This Interlocal Agreement shall not be modified or amended except by written agreement duly executed by the parties hereto.

10. INTERPRETATION. This Interlocal Agreement has been negotiated fully between the parties as an arms-length transaction. The Districts participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, the Districts are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

11. TIME OF THE ESSENCE. The Districts each agree that time is of the essence of this Interlocal Agreement.

12. NOTICE. Each District shall furnish to the other such notice, as may be required from time to time, pursuant to this Interlocal Agreement, in writing, posted in the U.S. mail or by hand delivery, or by overnight delivery service and addressed as follows:

To Greeneway: Greeneway Improvement District
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager

To Poitras: Poitras East Community Development District
12051 Corporate Boulevard

Orlando, Florida 32817
Attn: District Manager

With copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, FL 32301
Attn: Tucker F. Mackie

Except as otherwise provided in this Interlocal 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 Interlocal 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. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

13. EFFECTIVE DATE. This Interlocal Agreement and the rights conferred herein shall become effective upon filing with the Clerk of the Circuit Court of Orange County, Florida, in accordance with the requirements of section 163.01(11), *Florida Statutes*.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

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

Attest:	**POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Secretary/Assistant Secretary	_____, Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or online notarization this ___ day of _____, 2021, by _____, as _____ of Poitras East Community Development District, for and on behalf of the District, who ☐ is personally known to me or ☐ produced _____ as identification.

_____
(Official Notary Signature & Seal)

Print Name: _____
Notary Public, State of Florida

Attest: **GREENEWAY IMPROVEMENT DISTRICT**

_____ _____
Secretary/Assistant Secretary _____, Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or online notarization this ___ day of _____, 2021, by _____, as _____ of Greeneway Improvement District, for and on behalf of the District, who ☐ is personally known to me or ☐ produced _____ as identification.

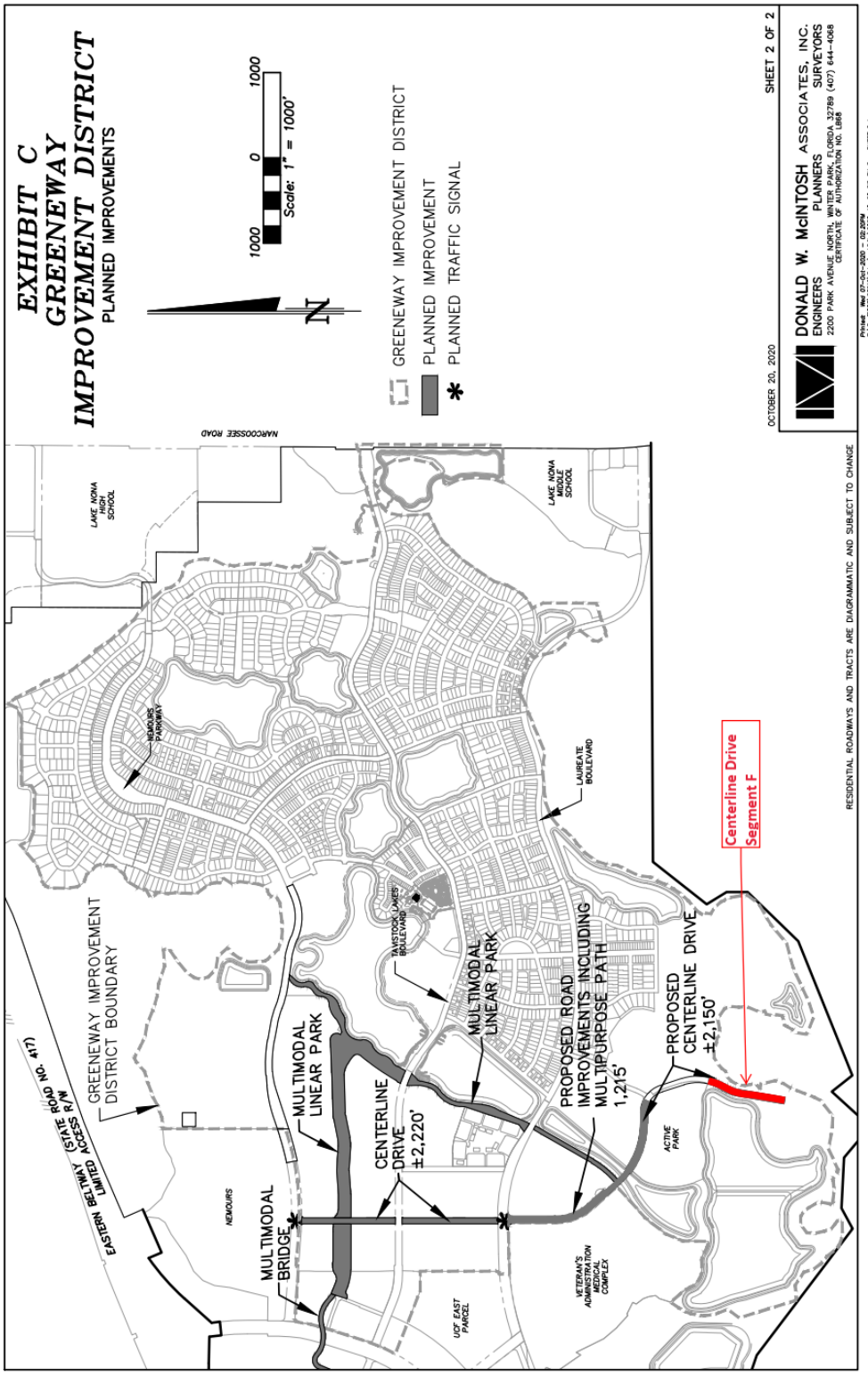
_____
(Official Notary Signature & Seal)

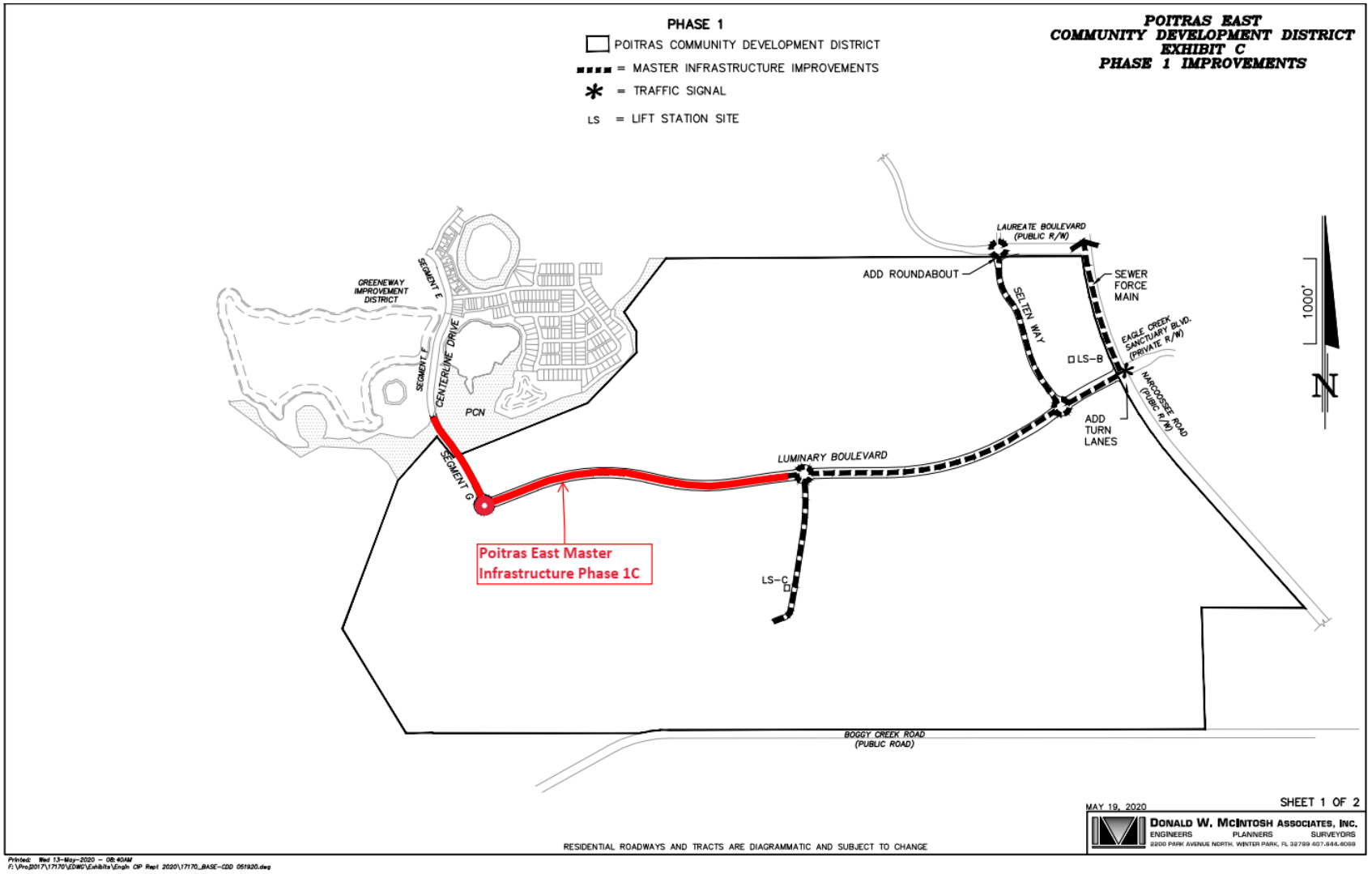
Print Name: _____
Notary Public, State of Florida

Exhibit A: Map depicting the location of Centerline Drive Segment F and Poitras East Master Infrastructure Phase 1C

Exhibit A

Map depicting the location of Centerline Drive Segment F and Poitras East Master Infrastructure Phase 1C




PHASE 1
POITRAS COMMUNITY DEVELOPMENT DISTRICT
= MASTER INFRASTRUCTURE IMPROVEMENTS
= TRAFFIC SIGNAL
LS = LIFT STATION SITE
POITRAS EAST
COMMUNITY DEVELOPMENT DISTRICT
EXHIBIT C
PHASE 1 IMPROVEMENTS
LAUREATE BOULEVARD
(PUBLIC R/W)
ADD ROUNDABOUT
SEWER
FORCE
MAIN
SEVEN WAY
EAGLE CREEK
SANCTUARY BLVD.
(PRIVATE R/W)
LS-B
NARCOOSSEE ROAD
(PUBLIC R/W)
ADD
TURN
LANES
1000'
N
GREENEWAY
IMPROVEMENT
DISTRICT
SEGMENT E
SEGMENT F
CENTERLINE DRIVE
PCN
SEGMENT G
LUMINARY BOULEVARD
Poitras East Master
Infrastructure Phase 1C
LS-C
BOGGY CREEK ROAD
(PUBLIC ROAD)
MAY 19, 2020
SHEET 1 OF 2
DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FL 32789 407.644.4068
RESIDENTIAL ROADWAYS AND TRACTS ARE DIAGRAMMATIC AND SUBJECT TO CHANGE
Printed: Wed 13-May-2020 - 08:40AM
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Poitras East
Community Development District

Matters Pertaining to District Construction

POITRAS EAST
COMMUNITY DEVELOPMENT DISTRICT
EXHIBIT C
PHASE 1 IMPROVEMENTS

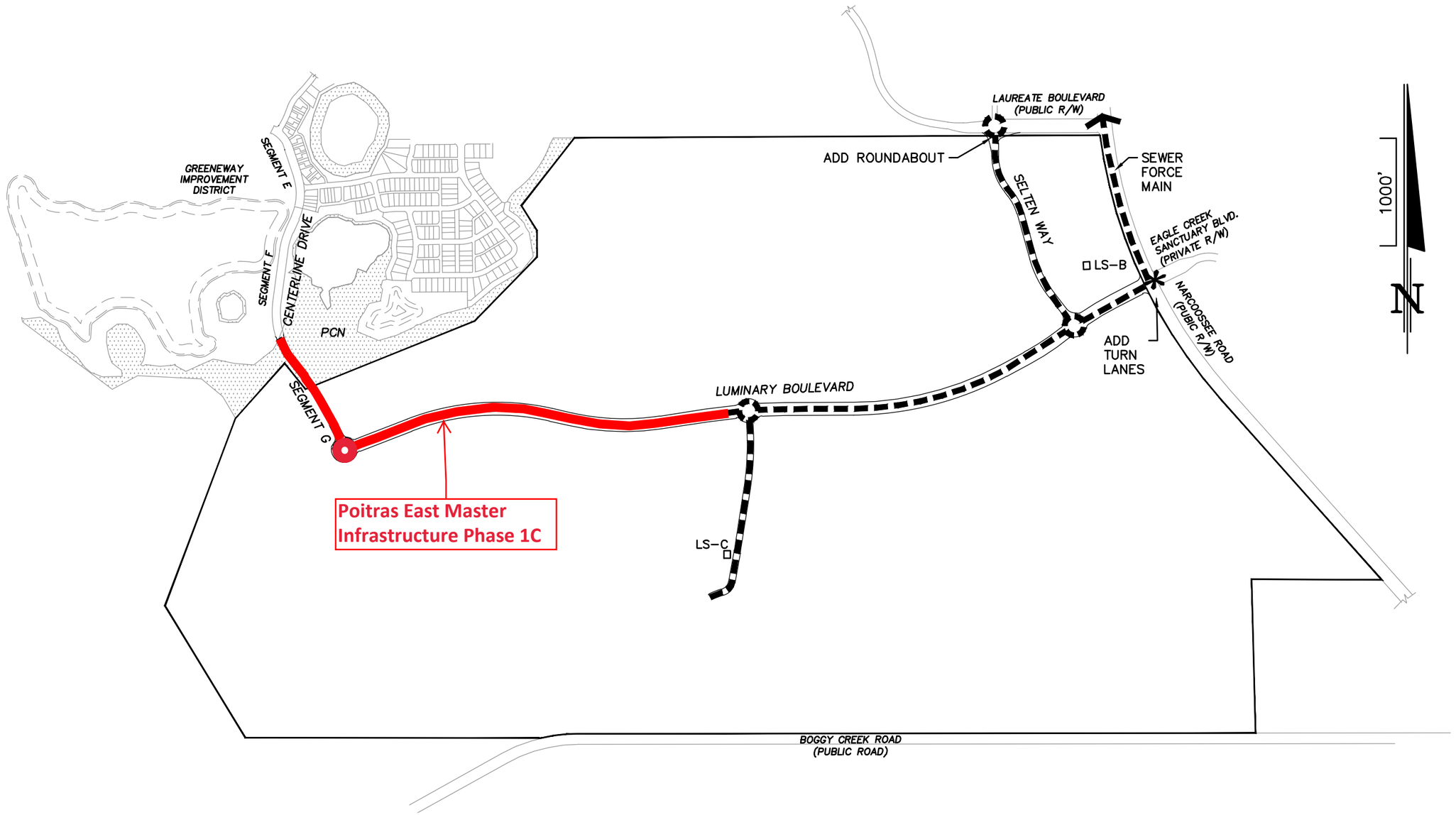
PHASE 1

POITRAS COMMUNITY DEVELOPMENT DISTRICT

▬▬ = MASTER INFRASTRUCTURE IMPROVEMENTS

✱ = TRAFFIC SIGNAL

LS = LIFT STATION SITE



RESIDENTIAL ROADWAYS AND TRACTS ARE DIAGRAMMATIC AND SUBJECT TO CHANGE

MAY 19, 2020

DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FL 32789 407.644.4068

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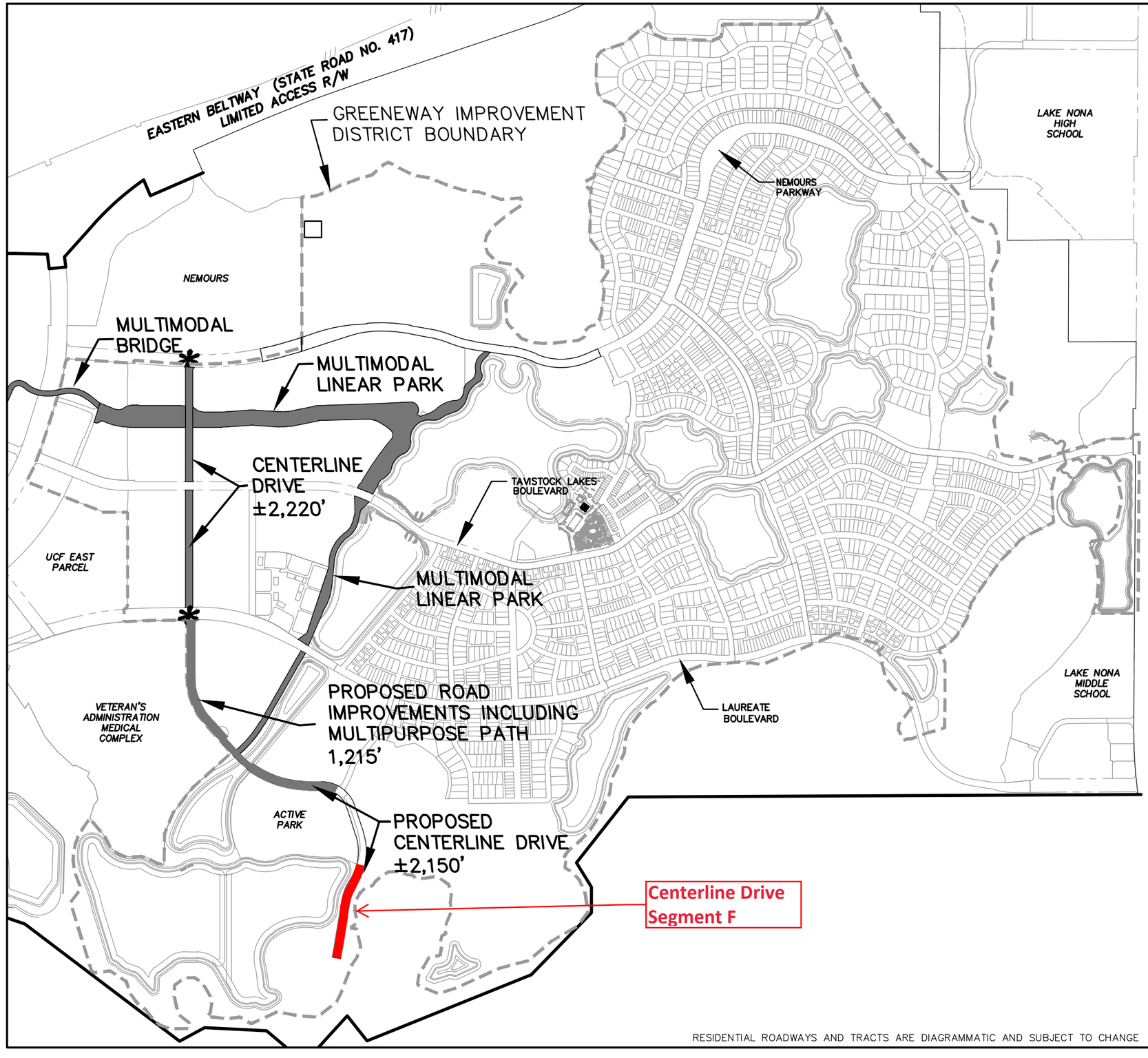
EXHIBIT C
GREENEWAY IMPROVEMENT DISTRICT
PLANNED IMPROVEMENTS



1000 0 1000

Scale: 1" = 1000'

- GREENEWAY IMPROVEMENT DISTRICT
- PLANNED IMPROVEMENT
- ✱ PLANNED TRAFFIC SIGNAL

RESIDENTIAL ROADWAYS AND TRACTS ARE DIAGRAMMATIC AND SUBJECT TO CHANGE

OCTOBER 20, 2020

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

Printed: Wed 07-Oct-2020 - 02:20PM
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Poitras East
Community Development District

Authorization to Bid for Master Infrastructure Phase 1C and Centerline Drive Segment F

INVITATION TO BID

Poitras East Community Development District
Poitras East Master Infrastructure Phase 1C and Centerline Drive Segment F

Notice is hereby given that sealed Bid Proposals from previously pre-qualified bidders will be received until 2:00 p.m. on the 2nd day of April, 2021, by the Poitras East Community Development District, c/o District Engineer, Jeffrey J. Newton, P.E., Donald W. McIntosh Associates, Inc., 2200 Park Avenue North, Winter Park, FL 32789, for the Poitras East Master Infrastructure Phase 1C and Centerline Drive Segment F projects in and adjacent to the Poitras development in the City of Orlando, Florida. Bids will be publicly opened at the address listed above after the 2:00 p.m. deadline.

As a public health precaution, all those who wish to attend the opening of the bids in person will be asked to wear a mask and socially distance. In light of social distancing requirements, there will be limited space for attendees to physically attend the meeting and only one representative from each bidder will be admitted. All others are welcome to attend through virtual means. To attend the meeting virtually, please call 1-844-621-3956 or log in via the computer at pfmgroup.webex.com and enter code 796580192#.

Scope of Work: The proposed projects involve the following:

1) Master Infrastructure Phase 1C - Paving, grading, drainage and utilities for approximately 3,300 LF of 4-lane divided urban roadway, approximately 1,600 LF of 2-lane undivided urban roadway and construction of a roundabout at the intersection of Luminary Boulevard and Centerline Drive.
2) Centerline Drive Segment F - Paving, grading, drainage and utilities for approximately 1,100 LF of 2-lane undivided urban roadway.

ONLY PREVIOUSLY PRE-QUALIFIED BIDDERS WILL BE ALLOWED TO SUBMIT BID PROPOSALS ON THESE PROJECTS. In the event that a change in the status of a pre-qualified bidder has occurred, including a change of ownership or any other change which materially affects an element the District considered when initially qualifying contractors, the pre-qualified bidder must provide written notice of such change to the District within its Bid Proposal(s).

The District has the right to reject any and all proposals, make modifications to the work, and waive any minor informalities and irregularities in proposals as they deem appropriate, if they determine in their discretion that it is in the best interest of the District to do so. Each proposal shall be accompanied by a Bid Bond in an amount not less than 5% of the total bid to be retained as liquidated damages in the event the Successful Bidder fails to execute the Agreement and file the required bonds and insurance within fourteen (14) calendar days after the receipt of the Notice of Award. A Performance and Payment Bond will also be required.

Any previously pre-qualified bidder who wishes to protest the scope of work and selection criteria shall file with the District a written notice of protest within seventy-two (72) hours after receipt of the proposed project plans and specifications or other contract documents, and shall file a formal written protest with the District within seven (7) calendar days after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, PFM Group Consulting LLC, 12051 Corporate Boulevard, Orlando, FL 32817. 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 to or protest the contents of the Engineer's Bidding Documents. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Electronic copies of the Engineer's Bidding Documents may be downloaded by pre-qualified General Contractors from Donald W. McIntosh Associates, Inc., 2200 Park Avenue North, Winter Park, FL 32789 (Phone 407-644-4068) at no cost. Each set will contain the Contract Documents and Construction Plans.

Any and all questions relative to this project shall be directed in writing only to Jeffrey J. Newton, P.E., of Donald W. McIntosh Associates, Inc. at 2200 Park Avenue North, Winter Park, FL 32789 not later than 5:00 p.m. on the 19th day of March, 2021.

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
Jennifer Walden, District Manager

Run Date: Friday, February 26, 2021

Poitras East
Community Development District

RFP for Traffic Signalization Improvements at the Intersection of Narcoossee Road and Luminary Boulevard

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS

Construction Services for Traffic Signalization Improvements at the Intersection of Narcoossee Road and Luminary Boulevard
City of Orlando, Florida

The Poitras East Community Development District (the "District") hereby requests proposals to provide services relating to the construction and/or installation of traffic signalization and related improvements, as more specifically set forth in the Project Manual and engineering plans and specifications contained therein.

Electronic copies of the Project Manual will be available for download beginning Monday, March 1, 2021, at 10:00 a.m. from the District Engineer, Donald W. McIntosh Associates, Inc., 2200 Park Avenue North, Winter Park, FL 32789 at no cost. Each Project Manual will include, but not be limited to, the Request for Proposals, proposal and contract documents, and construction plans and specifications. Jeffrey J. Newton, P.E., the District's Engineer, shall be the contact person with regard to the Project Manual.

There will be a **mandatory virtual pre-proposal conference** on Thursday, March 4, 2021, at 11:00 a.m. (EST). The pre-proposal conference may be accessed by calling 1-844-621-3956 or logging in via computer at pfmgroup.webex.com and entering code 796580192#. Admission to the pre-proposal conference after 11:00 a.m. will be denied. Failure to attend the pre-proposal conference will preclude the District's consideration of a proposal submitted by a non-attending proposer. The pre-proposal conference may include, but not be limited to, a discussion of contract requirements, inspections, evaluations, and submittal requirements.

The District has the right to reject any and all proposals, make modifications to the work, and waive any minor informalities and irregularities in proposals as it deems appropriate, if it determines in its discretion that it is in the best interest of the District to do so. Each proposal shall be accompanied by a proposal guarantee in the form of a bid bond or certified cashier's check in an amount not less than five percent (5%) of the total bid to be retained in the event the successful proposer fails to execute a contract with the District and file the requisite Performance and Payment Bonds and insurance within fourteen (14) calendar days after the receipt of the Notice of Award.

Any proposer who wishes to protest the scope of work and selection criteria shall file with the District a written notice of protest within seventy-two (72) hours after receipt of the proposed project plans and specifications or other contract documents, and shall file a formal written protest with the District within seven (7) calendar days after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, PFM Group Consulting, LLC, 12051 Corporate Boulevard, Orlando, FL 32817. 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 to or protest the contents of the Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Ranking of proposals will be made on the basis of qualifications according to the evaluation criteria contained within the Project Manual; however, please note that proposals received from firms failing to meet the following minimum qualifications/requirements will not be considered or evaluated: (1) Proposer will have a bonding capacity in the amount of $1,000,000 or greater; (2) Proposer is pre-qualified with the Florida Department of Transportation to perform the type of work described in the Project Manual and; (3) Proposer is registered with Orange County and the City of Orlando and is a licensed contractor in the State

of Florida. Any and all questions relative to this project shall be directed in writing only to Jeffrey J. Newton, P.E., District Engineer, Donald W. McIntosh Associates, Inc., 2200 Park Avenue North, Winter Park, FL 32789, no later than Friday, March 19, 2021, at 5:00 p.m.

Firms desiring to provide services for this project must submit two (2) printed copies and one copy in electronic portable document format (PDF) of the required proposal no later than **3:00 p.m. on Friday, April 2, 2021,** at the office of the District Engineer, Donald W. McIntosh Associates, Inc., 2200 Park Avenue North, Winter Park, FL 32789. Proposals will be publicly opened at such location after the 3:00 p.m. deadline. As a public health precaution, all those who wish to attend the opening of the proposals in person will be asked to wear a mask and socially distance. In light of social distancing requirements, there will be limited space for attendees to physically attend the meeting and only one representative from each proposer will be admitted. All others are welcome to attend through virtual means. To attend the meeting virtually, please call 1-844-621-3956 or log in via computer at pfmgroup.webex.com and enter code 796580192#. Proposals shall be submitted in a sealed opaque package, shall bear the name of the proposer on the outside of the package and shall identify the name of the project. Proposals will be opened at the time and date stipulated above; those received after the time and date stipulated above will be returned un-opened to the proposer. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified.

Poitras East Community Development District
Jennifer Walden, District Manager
Run Date: Friday, February 26, 2021

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
EVALUATION CRITERIA

Construction Services for Traffic Signalization Improvements at the Intersection of
Narcoossee Road and Luminary Boulevard
City of Orlando, Florida

Personnel **(20 Points)**

E.g., adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing workload; proposed staffing levels, etc.

Experience, Bonding Capacity and Available Equipment **(20 Points)**

E.g., past record and experience of the respondent in self performing similar projects; past performance for this District in other contracts; character, integrity, reputation of respondent, etc.; current bonding capacity demonstrates ability to perform the work; and equipment type; age and condition; quantity of equipment available; and number of trained operators.

Understanding Scope of Work **(5 Points)**

Demonstration of the Proposer's understanding of the project requirements.

Schedule **(25 Points)**

Points available for schedule will be allocated as follows:

20 Points will be awarded to the Proposer submitting the proposal with the most expedited construction schedule (i.e., the fewest number of days) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's time proposal and the most expedited construction schedule.

5 Points are allocated for the Proposer's ability to credibly complete the project within the Proposer's schedule and demonstrate on-time performance.

Price **(30 Points)**

Points available for schedule will be allocated as follows:

20 Points will be awarded to the Proposer submitting the lowest cost proposal for completing the work. All other Proposers will receive a percentage of this amount based upon the difference between the Proposer’s bid and the low bid.

10 Points are allocated for the reasonableness of unit prices and balance of bid.

Total Points **(100 Points)**

The Board of Supervisors of the Poitras East Community Development District (the “Board”) has appointed a Construction Committee for purposes of reviewing and ranking the proposals submitted in response to the Request for Proposals for its above-described Project. The Construction Committee, at a publicly noticed meeting will collectively as a group rank the proposals received in accordance with these Evaluation Criteria. Subsequently, the Construction Committee will make its recommendation with respect to its proposed ranking at a publicly noticed meeting of the Board for the Board’s consideration in determining the award of the contract for the Project.

Request for Proposals for Traffic Signalization Improvements at the Intersection of Helios Boulevard and Lake Nona Boulevard Procurement Timeline

Date	Action Taken
February 16, 2021	Regular Board Meeting – Board reviews draft advertisement and evaluation criteria and authorizes staff to begin procurement process (approving evaluation criteria and advertisement).
February 26, 2021	Advertisement for Request for Proposals runs in the paper.
March 1, 2021	Project Manual available for pick-up.
March 4, 2021	Mandatory Pre-Bid Meeting for Proposers.
March 19, 2021	Last day for questions from Proposers regarding Project Manual.
April 2, 2021	Proposals are due and opened at a noticed meeting and distributed to members of staff and the Construction Committee for evaluation.
April 8, 2021	Construction Committee meets to review and evaluate the submitted proposals and prepares recommended ranking for submittal to the Board.
April 20, 2021	Meeting of the Board of Supervisors; consider recommendation of the Construction Committee and award project. Notice of Award will be sent UPS/FedEx to Proposers.
Assuming no protests, no sooner than 3 days after award letters are distributed	Assuming no protests are filed, and upon receipt of requisite insurance and bonding information, the District executes a contract for construction services.

Poitras East
Community Development District

Payment Authorization
Nos. 93-95

Poitras East Community Development District

Payment Authorization #093
1/15/2021

Item No.	Payee	Invoice Number	General Fund
1	**Donald W McIntosh Associates**		
	Engineering Services Through 12/31/2020	40604	$ 125.00
2	**VGlobalTech**		
	October - December ADA Audit	2260	$ 300.00
	January Website Maintenance	2290	$ 125.00
		TOTAL	**$ 550.00**

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Chairperson

Poitras East Community Development District
c/o Fishkind & Associates, Inc.
12051 Corporate Boulevard
Orlando, FL 32817

Poitras East Community Development District

Payment Authorization #094
1/22/2021

Item No.	Payee	Invoice Number	General Fund
1	**Supervisor Fees - 01/19/2021 Meeting** Richard Levey	--	$ 200.00
		TOTAL	**$ 200.00**

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Chairperson

Poitras East Community Development District

Payment Authorization #095
1/29/2021

Item No.	Payee	Invoice Number	General Fund
1	**Orlando Sentinel**		
	Legal Advertising	OSC31122327	$ 342.50
2	**PFM Group Consulting**		
	DM Fee: January 2021	DM-01-2021-0040	$ 2,916.67
	Reimbursables: December 2020	OE-EXP-01-38	$ 6.00
		TOTAL	**$ 3,265.17**

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Chairperson

Poitras East
Community Development District

Work Authorization/Proposed Services
(if applicable)

Poitras East
Community Development District

District's Financial Position and
Budget to Actual YTD

Poitras East CDD
Statement of Financial Position
As of 1/31/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Total
Assets				
Current Assets				
General Checking Account	$69,147.75			$69,147.75
Accounts Receivable - Due from Developer	3,696.00			3,696.00
Series 2020 Debt Service Reserve		$61,434.91		61,434.91
Series 2020 Interest		1.09		1.09
Total Current Assets	$72,843.75	$61,436.00	$0.00	$134,279.75
Total Assets	$72,843.75	$61,436.00	$0.00	$134,279.75
Liabilities and Net Assets				
Current Liabilities				
Accounts Payable	$8,161.17			$8,161.17
Deferred Revenue	3,696.00			3,696.00
Accounts Payable			$2,835.00	2,835.00
Total Current Liabilities	$11,857.17	$0.00	$2,835.00	$14,692.17
Total Liabilities	$11,857.17	$0.00	$2,835.00	$14,692.17
Net Assets				
Net Assets, Unrestricted	($63,275.11)			($63,275.11)
Net Assets - General Government	67,906.97			67,906.97
Current Year Net Assets - General Government	56,354.72			56,354.72
Net Assets, Unrestricted		$33,175.73		33,175.73
Current Year Net Assets, Unrestricted		28,260.27		28,260.27
Net Assets, Unrestricted			($11,586.21)	(11,586.21)
Current Year Net Assets, Unrestricted			8,751.21	8,751.21
Total Net Assets	$60,986.58	$61,436.00	($2,835.00)	$119,587.58
Total Liabilities and Net Assets	$72,843.75	$61,436.00	$0.00	$134,279.75

Poitras East CDD

Statement of Activities

As of 1/31/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Total
Revenues				
Developer Contributions	$91,510.25			$91,510.25
Inter-Fund Group Transfers In		$0.29		0.29
Debt Proceeds		28,259.34		28,259.34
Inter-Fund Transfers In			($0.29)	(0.29)
Debt Proceeds			324,982.30	324,982.30
Total Revenues	$91,510.25	$28,259.63	$324,982.01	$444,751.89
Expenses				
Supervisor Fees	$600.00			$600.00
D&O Insurance	2,421.00			2,421.00
Management	11,666.68			11,666.68
Engineering	1,000.00			1,000.00
District Counsel	9,558.00			9,558.00
Postage & Shipping	28.41			28.41
Legal Advertising	1,906.28			1,906.28
Miscellaneous	40.16			40.16
Web Site Maintenance	800.00			800.00
Dues, Licenses, and Fees	175.00			175.00
General Insurance	2,960.00			2,960.00
Personnel Leasing Agreement	4,000.00			4,000.00
Engineering			$7,810.05	7,810.05
District Counsel			3,879.50	3,879.50
Legal Advertising			441.25	441.25
Contingency			304,100.00	304,100.00
Total Expenses	$35,155.53	$0.00	$316,230.80	$351,386.33
Other Revenues (Expenses) & Gains (Losses)				
Interest Income		$0.64		$0.64
Total Other Revenues (Expenses) & Gains (Losses)	$0.00	$0.64	$0.00	$0.64
Change In Net Assets	$56,354.72	$28,260.27	$8,751.21	$93,366.20
Net Assets At Beginning Of Year	$4,631.86	$33,175.73	($11,586.21)	$26,221.38
Net Assets At End Of Year	$60,986.58	$61,436.00	($2,835.00)	$119,587.58

Poitras East CDD
Budget to Actual
For the Month Ending 01/31/2021

	Year To Date			
	Actual	Budget	Variance	FY 2021 Adopted Budget
Revenues				
Developer Contributions	$ 91,510.25	$ 120,408.33	$ (28,898.08)	$ 361,225.00
Net Revenues	**$ 91,510.25**	**$ 120,408.33**	**$ (28,898.08)**	**$ 361,225.00**
General & Administrative Expenses				
Supervisor Fees	$ 600.00	$ 1,600.00	$ (1,000.00)	$ 4,800.00
D&O Insurance	2,421.00	1,000.00	1,421.00	3,000.00
Trustee Services	-	2,000.00	(2,000.00)	6,000.00
Management	11,666.68	11,666.67	0.01	35,000.00
Engineering	1,000.00	4,000.00	(3,000.00)	12,000.00
Dissemination Agent	-	1,666.67	(1,666.67)	5,000.00
District Counsel	9,558.00	8,333.33	1,224.67	25,000.00
Assessment Administration	-	2,500.00	(2,500.00)	7,500.00
Reamortization Schedules	-	166.67	(166.67)	500.00
Audit	-	2,000.00	(2,000.00)	6,000.00
Travel and Per Diem	-	166.67	(166.67)	500.00
Telephone	-	33.33	(33.33)	100.00
Postage & Shipping	28.41	166.67	(138.26)	500.00
Copies	-	166.67	(166.67)	500.00
Legal Advertising	1,906.28	3,333.33	(1,427.05)	10,000.00
Miscellaneous	40.16	2,999.99	(2,959.83)	9,000.00
Web Site Maintenance	800.00	900.00	(100.00)	2,700.00
Dues, Licenses, and Fees	175.00	58.33	116.67	175.00
Total General & Administrative Expenses	**$ 28,195.53**	**$ 42,758.33**	**$ (14,562.80)**	**$ 128,275.00**
Field Operations				
Electric Utility Services				
Electric	$ -	$ 833.33	$ (833.33)	$ 2,500.00
Water-Sewer Combination Services				
Water Reclaimed	-	3,333.33	(3,333.33)	10,000.00
Other Physical Environment				
General Insurance	2,960.00	1,066.67	1,893.33	3,200.00
Property & Casualty Insurance	-	500.00	(500.00)	1,500.00
Other Insurance	-	83.33	(83.33)	250.00
Irrigation Repairs	-	3,333.33	(3,333.33)	10,000.00
Landscaping Maintenance & Material	-	25,000.00	(25,000.00)	75,000.00
Tree Trimming	-	1,666.67	(1,666.67)	5,000.00
Flower & Plant Replacement	-	3,333.33	(3,333.33)	10,000.00
Contingency	-	3,333.33	(3,333.33)	10,000.00
Hurricane Cleanup	-	6,666.67	(6,666.67)	20,000.00
Road & Street Facilities				
Entry and Wall Maintenance	-	1,000.00	(1,000.00)	3,000.00
Hardscape Maintenance	-	1,666.67	(1,666.67)	5,000.00
Streetlights	-	10,000.00	(10,000.00)	30,000.00
Accent Lighting	-	166.67	(166.67)	500.00
Alleyway Maintenance	-	3,333.33	(3,333.33)	10,000.00
Parks & Recreation				
Personnel Leasing Agreement	4,000.00	4,000.00	-	12,000.00
Reserves				
Infrastructure Capital Reserve	-	6,666.67	(6,666.67)	20,000.00
Alleyway Reserve	-	1,666.67	(1,666.67)	5,000.00
Total Field Operations Expenses	**$ 6,960.00**	**$ 77,650.00**	**$ (70,690.00)**	**$ 232,950.00**
Total Expenses	**$ 35,155.53**	**$ 120,408.33**	**$ (85,252.80)**	**$ 361,225.00**
Net Income (Loss)	**$ 56,354.72**	**$ -**	**$ 56,354.72**	**$ -**