

MINUTES OF MEETING
CANOPY
COMMUNITY DEVELOPMENT DISTRICT

The continued meeting of October 3, 2017 of the Board of Supervisors of the Canopy Community Development District was reconvened Wednesday, October 25, 2017 at 11:30 a.m. at Dorothy B. Oven Park, 3205 Thomasville Road, Tallahassee, Florida.

Present and constituting a quorum were:

Tom Asbury	Chairman
Gregg Patterson	Vice Chairman
Timothy Edmond	Assistant Secretary by phone
John "Al" Russell	Assistant Secretary
Colleen Castille	Assistant Secretary

Also present were:

George Flint	District Manager by phone
Jennifer Kilinski	District Counsel
Alan Wise	District Engineer

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment Period

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Review of Responses to the RFQ for CEI Services for Construction of Dove Pond Regional Stormwater Facility and Consideration of Resolution 2018-04 Ranking Responses and Authorizing Negotiation of Agreement for CEI Services

Ms. Kilinski stated the only item we continued on was review of the responses for the RFQ for CEI services. As you know you as the Board approved the RFQ criteria for CEI services, it was advertised, we received one bid in response that I will review for you today. You

also have a letter from Alan that certified the response was responsive to the evaluation criteria and requirements of the bid. We also have a letter from Blueprint's attorney, confirming that his office is fine with this. Our Rules of Procedure and Florida Law allows the Board to consider the one proposal.

Mr. Wise reviewed the RFQ process and stated he had inquiries from five firms that resulted in one response, that we checked to make sure that everything required to be included was included. The response from RS&H does meet the minimum qualifications, they included all the required documents and from that perspective they are responsive and on time. In addition, we asked the respondents to provide their qualifications and resume as well as a sealed document that contains their pricing. We need to rank and score on qualifications not pricing and once we select then we move forward in the negotiation and in order to speed up the process I asked them to provide in a separate sealed document their pricing that has remained sealed and if the Board chooses to consider the proposal from the one response you have in front of you then we can move forward in negotiations and we have the information we need to do so. If you want to re-advertise we basically would change the dates on the documents that we have already prepared and send it back out in hopes of getting more responses.

We have one response, the firm complied with all the requirements and their response is deemed complete and on time and responsive. They submitted their pre-qualification letter and independently I checked the DOT website and they have the four work crews that we required them to have and as I go through I see most people have 4, 6, 8 and they probably have 30 pre-qualifications. There is no doubt that they have the qualifications necessary to do this work.

Ms. Kilinski stated the resolution lays out findings you would be making and the bid has to be selected by the District and Blueprint to jointly retain the CEI. We have a letter from Patrick Kinni saying 'we approve RS&H as a qualified firm'. If you want to move forward with one bid we approve RS&H. The next thing is to negotiate how many hours and negotiate what we would most likely go with a lump sum pricing. If you look at the package carefully you see the man hours they proposed was in the neighborhood of 5,000 or more hours. Clause no. 6 I didn't fill in completely but it would delegate the authority to the chairman to execute a contract with RS&H under these parameters, no more than 4,000 man hours and \$400,000.

Mr. Edmond stated I don't think this is relevant but I worked for Reynolds, Smith & Hills from 1978 to 1980. I have not spoken to anybody in the firm in probably 40 years but I wanted that to be part of the record and if that is a conflict, Jennifer, let me know.

Mr. Kilinski stated you are clear.

Mr. Wise stated the other thing I wanted to point out is the man hours they submitted was based on a seven-month construction duration and it is actually a six-month construction duration. Part of our negotiations will be negotiating an exact scope of services. Based on my interpretation they will need two people out there at all times because we believe that one person wouldn't be able to handle it. That is all part of the schedule of services negotiation.

Mr. Asbury stated we are trying to give me the authority to negotiate then after we negotiate does that come back to the Board?

Ms. Kilinski stated no we are giving authority to Alan and Blueprint to negotiate the scope, pricing, etc. then if everybody is on the same page you have the authority to execute that contract and we will bring it back for ratification.

Mr. Asbury asked wouldn't we want to leave this meeting open?

Ms. Kilinski stated presuming successful negotiation is reached there is no need to go back and re-advertise.

Mr. Wise stated the cost will be shared 50/50 between Blueprint and the CDD and the cost comes out of the maximum donation of \$2 million from Blueprint. Blueprint, I and RS&H will sit at a table hashing it out. We would go to Jennifer and make sure the form and terms and conditions are all nice and neat and once Patrick Kinni and Jennifer are on board only then would it go to Tom for execution. It would have all of the levels of review before it goes to Tom for execution.

On MOTION by Mr. Patterson seconded by Mr. Russell with all in favor Resolution 2018-04 authorizing staff to negotiate a contract for CEI services with RS&H not to exceed 4,000 man hours and \$400,000 and authorizing the Chairman to execute the final contract was approved.

FOURTH ORDER OF BUSINESS

Other Business

Mr. Asbury asked is there an agreement that we can have between the CDD and the developer that defines development responsibilities? A handful of residents have concerns regarding sinkholes and contamination.

Ms. Kilinski asked do you mean if on CDD property there was contamination?

Mr. Asbury stated or a sinkhole.

Ms. Kilinski stated I think that is probably a misunderstanding of what CDD property is. Just because it is within the District boundary does not mean the CDD owns any property. If the CDD does own property and there was a sinkhole, George can talk about what the general liability covers, but generally the District carries property insurance for property that it owns and if there is a sinkhole exclusion just like any other property owner they have to seek some form of remediation for it.

Mr. Flint stated right now we just have a liability policy so we don't have coverage but there is coverage available for sinkholes whether it is an exclusion on a standard policy would depend on the policy we negotiated.

Mr. Asbury asked what about I forward this to George.

Mr. Flint stated that would be fine.

FIFTH ORDER OF BUSINESS

Supervisors Requests

Mr. Flint asked do we want to continue the meeting in the event there is a need or do you want to adjourn? We can continue and not hold the meeting if there is no need. If something happens during the negotiations at least you have an option.

The meeting was continued to Monday, October 30, 2017 at 1:00 p.m. in the same location.


Secretary/Assistant Secretary


Chairman/Vice Chairman