

# **PROJECT MANUAL**

## **REQUEST FOR PROPOSALS FOR LANDSCAPE & IRRIGATION INSTALLATION**

### ***CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT***

**FEBRUARY 2020**

**CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR LANDSCAPE & IRRIGATION INSTALLATION**

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**CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR LANDSCAPE & IRRIGATION INSTALLATION  
AND NOTICE OF PUBLIC MEETING TO OPEN PROPOSALS**

Duval County, Florida

The Cypress Bluff Community Development District (“**District**”) hereby requests proposals from firms to provide labor, materials, equipment and construction services necessary for the District’s landscape project (“**Project**”). The Project includes the installation of landscape, irrigation and other related improvements located within the in the E-Town community. The Project is more particularly described in the project manual (“**Project Manual**”), which includes the plans and specifications for the Project. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purpose of financing, acquiring, constructing, installing, operating and maintaining community infrastructure improvements for the community of E-Town.

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 Duval County and the State of Florida. **TIME IS OF THE ESSENCE WITH RESPECT TO THE PROJECT.**

The Project Manual, consisting of the instructions to proposers, contract, proposal form, and other materials, will be available for download from <https://cypressbluffcdd.com/> and are expected to be available beginning **Monday, February 10, 2020 at 12:00 p.m.** The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the bid opening, and to provide notice of such changes only to those proposers who have indicated their intent to bid by attending the pre-proposal conference (described herein) and registering at that meeting.

There will be a **mandatory pre-proposal conference** at the offices of the District Engineer, England-Thims & Miller, Inc., 14775 Old St. Augustine Road, Jacksonville, Florida 32258 (“**District Engineer’s Office**”) (or at an alternative location to be determined and announced), on **Tuesday, February 18, 2020 at 10:00 a.m.** Attendance at the pre-proposal conference is mandatory, and all proposers must download a copy of the Project Manual no later than the time of the pre-proposal conference.

Firms desiring to provide services for this Project must submit one (1) original and one (1) electronic copy (Schedule of Values in a Microsoft Excel and PDF format, all documents included on a USB flash drive) of the required proposal no later than **Friday, March 13, 2020 at 11:00 a.m.**, at the District Engineer’s Office, as referenced above, with electronic copies to [Bradley Weeber, District Engineer, at WeeberB@etminc.com](mailto:Bradley.Weeber@etminc.com), [Jim Perry, District Manager, at jperry@gmsnf.com](mailto:Jim.Perry@gmsnf.com) and Katie Buchanan, District Counsel, at [katieb@hgslaw.com](mailto:katieb@hgslaw.com). Additionally, each Proposer shall supply a bid bond, or cashier's check, made payable to the District and in the amount of the greater of 10% of the contract bid or \$100,000, with its proposal. Proposals shall be in the form provided in the Project Manual and submitted in a sealed envelope, marked with a notation “RESPONSE TO PROPOSAL FOR CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT LANDSCAPE & IRRIGATION INSTALLATION.” 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 one hundred twenty (120) 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 contract 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 with the District within 72 hours of the mandatory pre-proposal conference, together with a protest bond in a form acceptable to the District and in the amount of \$100,000. 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 requirements for filing a protest can be found in the District's Rules of Procedure, which are available upon request.

The successful proposer will be required upon award to furnish a payment and performance bond 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 special meeting of the District to be held on **Friday, March 13, 2020 at 11:00 a.m.**, 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 Bradley Weeber, District Engineer, at [WeeberB@etminc.com](mailto:WeeberB@etminc.com).

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor or staff member 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 District Office at 904-940-5850, 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 Request for Proposals, the Project or the special meeting shall be directed in writing by e-mail only to Bradley Weeber, District Engineer, at [WeeberB@etminc.com](mailto:WeeberB@etminc.com), Jim Perry, District Manager, at [jperry@gmsnf.com](mailto:jperry@gmsnf.com), and Katie Buchanan, District Counsel, at [katieb@hgslaw.com](mailto:katieb@hgslaw.com). No phone inquiries please.

Bradley Weeber  
District Engineer

## **PART I. GENERAL INFORMATION – (B) INSTRUCTIONS TO PROPOSERS**

ANY PROTEST OF THIS PROJECT MANUAL MUST BE FILED WITH THE DISTRICT WITHIN 72 HOURS OF THE PRE-PROPOSAL CONFERENCE, TOGETHER WITH A PROTEST BOND IN A FORM ACCEPTABLE TO THE DISTRICT, AND FOLLOWED WITHIN SEVEN (7) CALENDAR DAYS BY A FORMAL WRITTEN PROTEST STATING WITH PARTICULARITY THE FACTS AND LAW UPON WHICH SUCH PROTEST IS BASED. 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 REQUIREMENTS FOR FILING A PROTEST CAN BE FOUND IN THE DISTRICT'S RULES OF PROCEDURE, WHICH ARE AVAILABLE UPON REQUEST.

### *General Instructions*

**1. OVERVIEW.** The Cypress Bluff Community Development District (“**District**”) is seeking proposals (“**Proposal(s)**”) from firms (“**Proposer(s)**”) capable of providing labor, materials, equipment and construction services for its landscape and irrigation installation project (“**Project**”). The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purpose of financing, acquiring, constructing, installing, operating and maintaining community infrastructure improvements for the community of E-Town, which is located in Duval County, Florida.

As described in more detail in the Project plans and specifications, the Project includes the construction and/or installation of landscape and irrigation common area improvements for the E-Town community. A bid form spreadsheet in Excel format has been provided for the contractor's use and should be returned completed along with their hard copy bid.

### **TIME IS OF THE ESSENCE WITH RESPECT TO THE PROJECT.**

#### **2. DEFINITIONS.**

**Proposal Documents** include the Request for Proposal, Instructions to Proposers, the Official Proposal Form with attachments and the Contract Documents including all items outlined in the Project Manual Table of Contents and any Addenda issued prior to receipt of Proposals.

**All definitions** set forth in the General Conditions of the Contract for Construction or in other Contract Documents are applicable to the Proposal Documents.

**Addenda** are written or graphic instruments issued prior to the time and date for receiving Proposals that modify or interpret the Proposal Documents by addition, deletion, clarification, or corrections.

**Engineer of Record** is the contractor of the Owner and will conduct periodic field observations and general review that the Contractor is substantially conforming to the terms of the Contract.

**Developer** is the owner of the real property over which the improvements will be made.

**Total Lump Sum Price** is a stipulated amount stated in the Proposal as a total price (not to exceed) for all labor, materials, equipment and services to complete the Work as described in the Contract Documents all-inclusive for the complete and functioning project from beginning to end.

**Substantial Completion** is defined within the Contract Documents as “Each portion of the work shall be considered to be substantially complete (“Substantial Completion”) on the date which all applicable governmental agencies having jurisdiction over the Work have issued unconditional certificates of completion and signed off on all final inspections with respect to each portion of the Work and the Owner is otherwise able to utilize each portion of the Work set forth in the Contract Documents for the intended purpose. Notwithstanding anything to the contrary contained herein, Contractor shall be responsible for obtaining the final inspections and applicable written approvals from all governmental agencies with jurisdiction with respect to each portion of the Work, and in connection therewith, Owner and Engineer shall comply with all of its obligations required by the issuing authority in order to enable the Contractor to obtain such Certificate. The Contractor shall achieve Substantial Completion for each portion of the Work no later than the applicable date set forth in the Construction Schedule (“**Substantial Completion Dates**”).

**3. DUE DATE.** Sealed Proposals, including one (1) original and one (1) electronic copy (Schedule of Values in a Microsoft Excel and PDF format, all documents included on a USB flash drive), must be received no later than **Tuesday, March 13, 2020 at 11:00 a.m.** at England-Thims & Miller, Inc., 14775 Old St. Augustine Road, Jacksonville, Florida 32258 (“**District Engineer’s Office**”), Attention: Bradley Weeber. Proposals will be publicly opened at that time, provided however that, subject to such public opening and announcements, all Proposals may be kept confidential for a period of time to the extent permitted by Florida law.

**4. SUMMARY OF SCHEDULE.** The District anticipates the following RFP schedule, though certain dates may be subject to change:

<b>DATE/TIME</b>	<b>EVENT</b>
February 10, 2020	RFP Notice is issued.
February 10, 2020 at 12:00 p.m.	RFP package available for download.
February 10, 2020 to March 5, 2020	Site inspections available.
February 18, 2020 at 10:00 a.m.	Mandatory Pre-proposal Conference.
March 5, 2020 at 5:00 p.m.	Deadline for questions.
March 13, 2020 at 11:00 a.m.	Proposals submittal deadline.

**5. MANDATORY PRE-PROPOSAL CONFERENCE.** A mandatory pre-proposal conference will be held regarding the Project on **February 18, 2020 at 10:00 a.m.** at the District Engineer's Office, as referenced above, (or at an alternative location to be determined and announced). The mandatory pre-proposal conference may include, but not be limited to, a discussion of contract requirements, inspections, evaluations and submittal requirements. Oral statements shall not be relied upon and will not be binding or legally effective.

**6. FAMILIARITY WITH THE LAW.** By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the Proposal in compliance with all such laws, ordinances and regulations.

**7. INTERPRETATIONS AND ADDENDA; ZONE OF SILENCE.** Any and all questions relative to this RFP or the Project shall be directed in writing by e-mail only Bradley Weeber, District Engineer, at [WeeberB@etminc.com](mailto:WeeberB@etminc.com), Jim Perry, District Manager, at [jPerry@gmsnf.com](mailto:jPerry@gmsnf.com), and Katie Buchanan, District Counsel, at [katieb@hgslaw.com](mailto:katieb@hgslaw.com). No phone inquiries please. All questions must be received no later than **Thursday, March 5, 2020 at 5:00 p.m.** to be considered. Interpretations or clarifications considered necessary by the District in response to such questions will be issued by addenda e-mailed, faxed or otherwise delivered to all parties recorded as having received the Project Manual. Only questions answered by formal written addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers via email with the email that was provided by the Proposers that registered at the mandatory pre-proposal meeting. **The failure to register and Provide a project contact and project email at the mandatory pre-proposal meeting may result in a Proposer being disqualified.**

Except as set forth in this Section, Proposers should not communicate with any District Supervisor, staff member, or other representative during the submission and evaluation process. COMMUNICATION WITH ANY DISTRICT REPRESENTATIVE FOR ANY PURPOSE OTHER THAN THOSE EXPRESSLY DESCRIBED HEREIN MAY CAUSE AN INDIVIDUAL FIRM, OR TEAM, TO BE DISQUALIFIED FROM PARTICIPATING.

#### *Completing the Proposal*

**8. PROPOSAL FORM.** All blanks in the Project Manual must be completed in ink or typewritten. The Proposal shall contain an acknowledgement of receipt of all documents and addenda (the number of which must be filled in on the Affidavit Regarding Proposal). In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents.

**9. PROPOSAL REQUIREMENTS.** All Proposals shall include the following information in addition to any other requirements of the Project Manual:

- A. A narrative description of the Proposer's approach to completing the Project described in the scope of work provided herein.
- B. A completed Proposal Form, including but not limited to, the forms addressing: General Information, Personnel & Equipment, Experience & Capacity, Pricing, Construction Schedule, Sworn Statement on Public Entity Crimes, Sworn Statement Regarding Scrutinized Companies, and Affidavit Regarding Proposal.
- C. In connection with completing the Proposal Form, Proposer shall:
  - 1. List position or title and corporate responsibilities of key management or supervisory personnel. For each manager and/or supervisor who will work on the Project:
    - i. Proposer should include resumes with applicable certifications.
    - ii. Proposer should supply information regarding the Project manager's / supervisor's background and experience with projects similar to the Project. (Supply at least 3 examples of experience on similar projects.)
    - iii. Proposer should supply at least 3 references for each Project manager / supervisor from someone other than individuals affiliated with the Proposer.
  - 2. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, required for the Project. Identify the amount of each person's time that will be devoted to the Project.
  - 3. Describe proposed equipment that will be used for the Project. Among other things, provide the following:
    - i. The age of the equipment
    - ii. Whether the equipment is owned or leased/rented
    - iii. Whether the equipment will be pledged to only the Project or also to other projects and, if the latter, what percentage of time the equipment will be available to the Project
  - 4. Provide a list of all subcontractors and suppliers that will be hired by Proposer for the Project. For each subcontractor / supplier, provide the following:
    - i. A description of the subcontractor / supplier's role in the Project.
    - ii. A description of the subcontractor / supplier's background and experience, as it relates to the Project.
    - iii. The subcontractor / supplier's geographic location.
      - 1. For suppliers, identify also the location where the goods will be produced and shipped.
    - iv. At least three references, including identifying the name, address and phone number for the reference.
    - v. For all major subcontractors / suppliers, information regarding the financial capability of the subcontractor / supplier.



5. Describe how the proposed staffing and equipment will be used in order to meet the construction schedule, as proposed by Proposer.
  6. Describe at least three projects of similar size and scope to the Project that Proposer has undertaken.
  7. Describe previous or currently contracted work with other community development districts.
- D. Information regarding the financial capability of the Proposer. In particular, Proposer should supply the following:
1. Copies of financial statements for the past three years, and an interim balance sheet not more than 60 days old.
  2. Information regarding current contracts on hand.
  3. Information regarding contracts completed during the last three years.
  4. Information regarding personnel hired by, and equipment owned by, the Proposer.
- E. Pricing for all work, with unit pricing.
- F. Detailed construction schedules for all work, as well as descriptions of how the Proposer intends to use its equipment and personnel to meet those schedules.
- G. Proposed insurance and bonding levels, above and beyond the minimum proposed under the forms of contract. Include Certificate of Insurance and proof that the Proposer is able to obtain payment and performance bonds for 100% of the amount of the Project.
- H. Copies of all major material warranties (e.g., for all large purchases), and proof of assignability.
- I. Bid bond or other form of security permitted under the Project Manual.
- J. Copies of all applicable business licenses.
- K. Completed copies of all other forms / documents, and all other information, required under the Project Manual.

**10.** [Reserved.]

**11. QUALIFICATIONS OF THE PROPOSER.** The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

**12. INSURANCE.** All Proposers shall include as part of the Proposal a current Certificate of Insurance detailing the company's insurance coverage, or some other evidence of insurance or insurability. In the event the Proposer is notified of award, it shall provide proof of insurance in the form required under the form of contract, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant.

The form of contract sets forth certain minimum insurance requirements, including but not limited to commercial general liability insurance at a minimum of \$1,000,000.00 (\$2,000,000 aggregate), and umbrella liability insurance at a minimum of \$1,000,000.00. Moreover, these insurance policies shall list, as additional insureds, the following: the District, Heartwood 23, LLC, and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, agents, subcontractors and employees. **PROPOSERS ARE ENCOURAGED TO PROVIDE INSURANCE AMOUNTS HIGHER THAN WHAT IS CALLED FOR IN THE MINIMUM REQUIREMENTS.** Proposers who are unable to meet the insurance requirements set forth in the form of contract may still apply, but the failure to meet such requirements may result in the District's rejection of the Proposal or deductions in scoring.

**13. WARRANTIES.** The form of contract includes various warranties that shall be provided by the successful Proposer ("**Contractor**") to the District. Among other requirements, any warranties provided by material suppliers must be assignable to the District. If an assignment of warranty requires the material supplier to consent to same, then the selected Proposer agrees that it will secure the material supplier's consent to assign said warranties to the District. As part of its Proposal, each Proposer should provide copies of any major material warranties to the District (e.g., for all large purchases).

**14. FINANCIALS.** The Proposer shall include as part of its Proposal proof of financial capability. In the event the Proposer is notified of award, it shall provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years, as required in the sole discretion of the District.

**15. SIGNATURE ON PROPOSAL.** In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Affidavit Regarding Proposals. If the Proposer is a corporation, the Proposal should bear the seal of the corporation. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his or her authority to do so.

**16. PROPOSAL GUARANTY.** A certified or cashier's check on any national or state bank, or a proposal bond, in the amount of the greater of 10% of the contract bid or \$100,000, and payable to the District, must accompany each Proposal as a guarantee that the Proposer will promptly enter into an agreement to do the work following award of the contract. The proposal guaranty shall be submitted with the understanding that the Proposer will not withdraw its Proposal for a period of one hundred twenty (120) days after the due date for the Proposals.

**17. SUBMISSION OF PROPOSALS.** Submit one original and one (1) electronic copy (PDF format on a USB flash drive) of a completed Project Manual, including any Addenda thereto,

at the time and place indicated herein. Such Proposal shall be enclosed in an opaque, sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation, "RESPONSE TO PROPOSAL FOR CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT LANDSCAPE & IRRIGATION INSTALLATION."

**18. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers may be disqualified and their Proposals rejected if the District has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract, or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**19. PROPOSAL MODIFICATION; INQUIRIES BY THE DISTRICT; WITHDRAWAL.** Proposals may be modified by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time Proposals are due. The District reserves the right to ask clarification questions and seek additional information from any of the Proposers at any time. No proposal may be withdrawn for a period of one hundred and twenty (120) days from the due date for the Proposals.

#### *Acknowledgments*

**20. SITE INSPECTIONS & CONDITIONS.** Proposers may, and should, visit the project site from **February 10, 2020 to March 5, 2020.** Please contact the District Engineer, using the information herein, to schedule a time to visit the site. Proposers should inform District Engineer in writing prior to conducting any explorations, investigations, tests, and studies of the site, and shall be responsible for filling all holes and restoring the site to its former condition upon completion of such activities.

By submitting its Proposal, the Proposer acknowledges that they have visited the project site and have become familiar with the existing site conditions. Among other things, Proposer agrees to obtain and carefully study all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions at or contiguous to the site which may affect cost, progress, or performance of the work. By submitting its Proposal, Proposer agrees to take responsibility for any and all issues arising from the site conditions, including but not limited to any unsuitable soils, varying soil conditions, etc. No additional costs or time will be charged by Proposer for matters associated with unsuitable soils or any other matters associated with the site conditions.

**21. ACKNOWLEDGMENTS.** In addition to any other requirements set forth in the Project Manual, and with the signature on the Affidavit Regarding Proposal, the Proposer acknowledges the following:

- A. The Proposer has carefully reviewed the Project Manual, including the forms of the contract, the specifications, any and all subsurface reports and data (if any), and all other documentation included within the Project Manual. The documents contained within the Project Manual, including the form of agreement, are complementary,

and what is called for by one is binding as if called for by all. If the Proposer finds a conflict, error or discrepancy in the Project Manual, he/she shall call it to the District's and/or the District's designees' attention in writing within the time period allotted for asking questions as part of the procurement process.

- B. The Contractor is required to perform all testing and retesting, if necessary, and as required by the State of Florida, Duval County, the St. Johns River Water Management District and all other regulatory agencies prior to Project acceptance. The entire site is available to any Proposer for surface or subsurface investigation, upon request of the District.
- C. The Proposer is responsible for inspecting the entire site prior to submitting a Proposal and notifying the District and/or its designee of discrepancies in the Project Manual that may affect the construction and its costs, timing, etc.
- D. The Contractor shall be responsible for coordinating the work necessary to complete and obtain all final approvals and acceptances.
- E. The Contractor shall complete the work herein defined and detailed in a professional and workmanlike manner typical of the industry. There shall be no sections or parts missing. Furthermore, each portion of the work shall be complete and able to function for its intended use. The work must be continuous unless otherwise directed by the District. The work, including punch list items, must be acceptable to and accepted by applicable regulatory authorities.
- F. All storm drainage must be maintained to each property adjacent to the Project during construction. If this does not occur, the Contractor will be responsible for any damage that may result.
- G. The Contractor shall be responsible for coordinating the work necessary with all utility companies and other on-site contractors or subcontractors performing work for the District and others on site. The Contractor shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the performance of the work. This shall also include the coordination of, safety and protection associated with all aerial and underground facilities related to the work.
- H. The Contractor shall be responsible for all costs associated with traffic control and maintenance during the Project.
- I. The Contractor shall work with the District to identify an acceptable staging area or areas, but will be required to control and protect such area(s) with fencing and other means.
- J. All existing trees, sod, irrigation and other landscaping must be protected and replaced to the extent damaged by the Project.

- K. Contractor shall provide turbidity barriers throughout the Project to ensure compliance with all NPDES and other legal requirements.
- L. The Proposer's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished to the successful Contractor is for illustrative purposes only. The District and/or its designee do not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities or of the character, location of the work or other conditions pertaining thereto. The Proposer shall be solely responsible for computing quantities for the preparation of its Proposal and the execution of the work.
- M. All necessary survey work must be provided by the Contractor.
- N. All materials and services provided for by the contractor shall be performed in strict compliance with all applicable governmental regulations, permits required, 2010 American with Disabilities Act ("ADA") Accessibility Guidelines, and local, state and federal laws.
- O. Proposer is responsible for any interpretation or conclusion drawn from any technical data or any such data, interpretations, opinions or information.

#### *Permits*

**22. PERMITS.** Upon award of the contract, Contractor shall obtain and pay for all construction permits and licenses. The District shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work which are applicable at the time of the submission of Proposal (or when Contractor becomes bound under a negotiated contract).

#### *Direct Purchasing*

**23. OWNER DIRECT PURCHASES.** The District reserves the right to require the selected Proposer to assign some, or all, of its subcontracts or other agreements with material suppliers directly to the District. This saves the amount of the sales tax, when the District purchases material/equipment required for a construction project directly from the manufacturer/supplier (material/equipment cost only), and simultaneously decreases the amount of the contract for the cost of the materials/equipment, plus the sales tax. The contract cost reduction is accomplished through the construction change order process. To facilitate this process, each Proposer shall include the cost of all construction materials and equipment in its Proposal, and shall separately identify all sales taxes normally applicable to such materials and equipment. Moreover, each Proposer, in its subcontract agreements, shall ensure that such agreements are assignable for the purposes of direct purchasing. The Contractor's warranties and performance bonds shall extend to cover all direct purchased materials, as though Contractor had selected and purchased the materials itself.

## *Contract Award & Protests*

**24. EVALUATION OF PROPOSALS.** Each Proposal shall be separately ranked based on the evaluation of the Proposal, any information obtained through reference checks, and any information generally known to the District, and according to the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the Proposal that is in the best interest of the District, but the District explicitly and clearly reserves the right to make such award to other than the lowest priced Proposal.

The District's Board intends to appoint itself to evaluate the Proposals, with advice from the Project Architect/Engineer and/or District Engineer. The District's Board Supervisors shall review and evaluate the bids in their individual discretion, and make any final determination with respect to the award of a final contract that is in the best interests of the District. Chapter 112, *Florida Statutes* will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

**25. DISTRICT'S RIGHT TO TAKE ACTIONS IN ITS BEST INTERESTS.** The District reserves the right to reject any and all Proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the Project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so. Subsequent to the award of the contract, the District, in its sole and absolute discretion, may direct that the Project be delivered in multiple phases rather than all at once or not at all. Such direction may be specified in one or multiple Notices to Proceed, which Notices to Proceed may include, in the District's sole and absolute discretion, any portion of the Project. Such option, if exercised, shall in no way impact the pricing of the Project, nor constitute a delay. Moreover, any portion of the Project that the District does not direct for delivery in one or more Notices to Proceed may be, in the District's sole discretion, removed from the scope of the Project and Contractor shall have no recourse or claim whatsoever for damages against the District for such removal.

**26. CONTRACT AWARD.** Within seven (7) days of receipt of the Notice of Award from the District, or longer period if extended by the District in its sole discretion, the Proposer shall enter into and execute the contract in the form included in the Project Manual, unless requested otherwise by the District. No contract to perform the Project shall exist between the District and any Proposer until the contract is signed, and any work provided and any cost incurred by the Proposer prior to receiving the Notice of Award, an executed contract, and the Notice to Proceed will be at the Proposer's risk unless specifically agreed to in writing by the District.

IF A PROPOSER IS UNABLE OR UNWILLING TO ENTER INTO THE AGREEMENT AS SET FORTH IN THE PROJECT MANUAL, THE PROPOSER SHOULD CITE AS PART OF ITS PROPOSAL ANY CHANGES THAT THE PROPOSER SEEKS TO MAKE TO THE FORM OF AGREEMENT. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE FORM OF AGREEMENT AS WRITTEN.

**27. PAYMENT & PERFORMANCE BOND.** At the time the contract is executed, the Contractor will be required to furnish a payment and performance bond for one hundred percent

(100%) of the amount of the work, with a surety acceptable to the District, and in accordance with Section 255.05, *Florida Statutes*. As part of the Proposal, Proposer shall provide evidence showing that Proposer is able to furnish a bond in the amount of the Proposer's total contract price.

**28. INDEMNIFICATION.** To the fullest extent permitted by law, Proposer shall indemnify, hold harmless, and defend the District, E-Town Development, Inc., and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, relating to the Proposer's Proposal and/or this RFP and to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Proposer or those acting on Proposer's behalf. In the event that any indemnification, defense or hold harmless provision of this Project Manual is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. Additional indemnification, defense, and hold harmless obligations are as set forth in the forms of contract.

**29. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.

**30. PUBLIC RECORDS.** The District is a governmental entity, and, accordingly, the Proposals will be publicly opened as stated above. Additionally, it is likely that the Proposals are or will become public record at some point in the procurement process. That said, Florida law does recognize certain exceptions from the public records laws. For example, financial statements submitted as part of a response to a proposal for a public works project may be exempt from disclosure. *See* s. 119.071(c), Fla. Stat. In the event that the Proposer believes that any particular portion of the Proposer's Proposal is exempt from disclosure, the Proposer shall mark the exempt pages as "CONFIDENTIAL – EXEMPT FROM DISCLOSURE." In the event that the District receives a public records request relating to such records, the District will notify the Proposer. In the event that the District reasonably and in good faith believes that the Proposer's information is not confidential or exempt under Florida law, the District may provide the information in response to the request and will not be responsible for any liability, claims, damages or losses arising from such disclosure. In the event that a claim of any kind is filed challenging the confidentiality of the Proposer's information, the District may require the Proposer to indemnify, defend and hold harmless the Indemnitees from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, relating to the claim.

**31. MANDATORY AND PERMISSIVE REQUIREMENTS.** The only mandatory requirements contained within the Project Manual are that: (i) an interested firm must hold all required local, state and federal licenses in good standing, (ii) be authorized to do business in Duval County and the State of Florida, and (iii) attend the mandatory pre-proposal conference on **February 18, 2020 at 10:00 a.m.** All of the requirements or provisions set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify

the Proposer's Proposal, but instead may be taken into account in the evaluation and scoring of the Proposal.

**32. PROTESTS.** Any protest regarding the Project Manual, including but not limited to, the evaluation criteria and process, specifications or other requirements contained in the Project Manual, must be filed in writing at the District Engineer's Office, within seventy-two (72) hours after the receipt of the Project Manual. 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, failure to timely file a formal written protest, or failure to timely post a protest bond in the amount of \$100,000, shall constitute a waiver of any right to object or protest with respect to any matter relating to the Project Manual.

Any person who files a notice of protest regarding the Project Manual, or regarding any ranking or intended award by the District, or any other matter, shall post a protest bond in a form acceptable to the District. 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. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor. REGARDLESS OF WHETHER A PROTEST OF ANY KIND IS FILED, AND IN ORDER TO AVOID AN IMMEDIATE DANGER TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY, AND/OR ADVERSE FINANCIAL CONSEQUENCES TO THE DISTRICT AND THE DISTRICT'S PROJECT, THE PROPOSER AGREES THAT THE DISTRICT MAY PROCEED WITH THE PROJECT PURSUANT TO A CONTRACT WITH THE PROPOSER SELECTED BY THE DISTRICT.

**33. SUBSTITUTIONS.** The materials, products and equipment described in the Proposal Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Engineer at least **ten (10) working days** prior to the date for receipt of Proposals. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Proposer. The Engineer's decision of approval or disapproval of a proposed substitution shall be final.

If the Engineer approves any proposed substitution, such approval will be set forth in an Addenda. Proposers shall **not** rely upon approval made in any other manner.

**34. SUBCONTRACTORS, SUPPLIERS AND OTHERS.** Each Proposer shall submit to Owner a list of Subcontractors and major materials suppliers to be used if awarded the contract. A copy of the form to be submitted is provided in the Proposal Documents and shall be attached to the Proposer's Bid. Such listing shall include the name of each Subcontractor where the amount of their work exceeds five percent (5%) of the Contract Price. If no Subcontractors are required, so state thereon.



Upon request by the Engineer, the Successful Proposer shall submit, within five (5) days thereafter, all data required to establish to the satisfaction of the Engineer and Owner, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

Subcontractors and other persons and organizations proposed by the Proposer and accepted by the Owner and the Engineer must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Owner and Engineer. **Contractor shall not subcontract more than fifty percent (50%) of the Proposal amount without prior approval of the Owner and Engineer.**

**35. SCHEDULE OF VALUES AND PROJECT SCHEDULE.** Proposer shall submit a Schedule of Values for the proposed Work for review and approval by the Owner and / or Engineer. The Schedule of Values for all of the Work will include quantities and prices of items derived by the Proposer aggregating the Total Lump Sum Price. Each section shall contain integral component parts of the Work in sufficient detail to serve as the basis for future progress payments and shall be utilized as the basis for additions and deletions to the Work during construction. Such prices will include an appropriate amount of overhead and profit applicable to each main section.

Any or all Proposals in which the prices are obviously unbalanced, nonconforming, nonresponsive or conditional are subject to rejection. If the Proposer does not provide an acceptable Schedule of Values to meet the requirements established herein, the Owner reserves the right to disqualify the Proposal.

An Initial Project Schedule that outlines time frames for major work items shall be submitted with the Proposal in accordance with the Contract Documents and shall not exceed the time stipulated as the Contract Time. The Owner reserves the right to base the award of the Contract subject to the submission of a schedule which is not qualified and identifies the duration of the Work all inclusive of the complete and functioning project from beginning to end, within the prescribed Contract Times.

**36. TESTING.** The Owner will be responsible for the cost for testing services for the Work except for those tests required for project services and equipment. The Proposer will be responsible for coordination with the Owners testing service. For testing required by Proposer, Proposer will pre-qualify for approval by the Engineer the testing company and unit price schedule prior to commencement of any required testing.

**CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR  
LANDSCAPE & IRRIGATION INSTALLATION  
PART I. GENERAL INFORMATION – (C) EVALUATION CRITERIA**

**1. PRELIMINARY REQUIREMENTS (Pass / Fail)**

An interested firm must hold all required local, state and federal licenses in good standing, and be authorized to do business in Duval County and the State of Florida.

**2. PERSONNEL & EQUIPMENT (15 Points Possible)**

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the Project; present ability to staff, equip and manage the Project; proposed staffing levels; proposed equipment; capability of performing the work; geographic location; inventory of all equipment; etc.

**3. EXPERIENCE (20 Points Possible)**

This category addresses past & current record and experience of the Proposer (and/or subcontractors and suppliers) in similar projects; past performance in any other contracts; etc.

**4. UNDERSTANDING SCOPE OF WORK (10 Points Possible)**

This category addresses whether the Proposer demonstrated an understanding of the District's needs for the work requested, demonstrated the ability to perform such work in a feasible manner, and identified any suggestions for "best practices" or other innovative approaches.

**5. FINANCIAL CAPACITY (10 Points Possible)**

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Also, this category includes an evaluation of the Proposer's insurance and warranties offered, above and beyond what is required under the contract documents. The Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or other similar information.

**6. PRICE (25 Points Possible)**

This category addresses overall pricing for the construction work, as well as consideration of unit prices and the overall reasonableness of the pricing.

**7. SCHEDULE (20 Points Possible)**

This category addresses the timeliness of the construction schedule, as well as the Proposer's ability to credibly complete the Project within the Proposer's schedule.

**100 Total Points Possible**

**CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR  
LANDSCAPE & IRRIGATION INSTALLATION  
PART II. PROPOSAL FORM – (A) GENERAL INFORMATION**

**1. *Proposer General Information***

Proposer Name \_\_\_\_\_

Street Address \_\_\_\_\_

P. O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax no. \_\_\_\_\_

Internet Address \_\_\_\_\_

1st Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Contact Telephone \_\_\_\_\_ E-Mail Address \_\_\_\_\_

2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Contact Telephone \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Parent Company Name (if any) \_\_\_\_\_

Street Address \_\_\_\_\_

P. O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax no. \_\_\_\_\_

1st Contact Name \_\_\_\_\_ Title \_\_\_\_\_

2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_

**(Attach a chart showing ownership structure of Proposer.)**

**2. List the location of Proposer's office that would oversee the work.**

Street Address \_\_\_\_\_

P.O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax No. \_\_\_\_\_

1<sup>st</sup> Contact Name \_\_\_\_\_ Title \_\_\_\_\_

2<sup>nd</sup> Contact Name \_\_\_\_\_ Title \_\_\_\_\_

**3. Company Standing**

Proposer's form of entity: \_\_\_\_\_  
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? \_\_\_\_\_

Date \_\_\_\_\_ Charter Number (if applicable) \_\_\_\_\_

Is the Proposer in good standing with that State? Yes \_\_\_\_ No \_\_\_\_

If no, please explain \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Duval County and the State of Florida?

Yes \_\_\_\_ No \_\_\_\_

If no, please explain \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**4.     *Licensure***

Please list all applicable state and federal licenses or registrations, including but not limited to those for the State of Florida and Duval County:

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For each registration or license, provide the following information:

Type of registration (e.g., certified general contractor, certified electrical contractor, etc.)

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License No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

Qualifying Individual \_\_\_\_\_ Title \_\_\_\_\_

List company(ies) currently qualified under this license \_\_\_\_\_

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Is the registration or license in good standing? Yes \_\_\_\_ No \_\_\_\_

If no, please explain \_\_\_\_\_

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**(Attach photocopies of each listed license or registration, and additional sheets as necessary.)**

**PART II. PROPOSAL FORM – (B) PERSONNEL & EQUIPMENT**  
**CORPORATE OFFICERS**  
 (Attach additional sheets if necessary)

Company Name \_\_\_\_\_ Date \_\_\_\_\_

Provide the following information for Officers of the Proposer and parent company, if any. Attach resumes for all such individuals.

NAME OF PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
<b>FOR PARENT COMPANY (if applicable)</b>			

**PART II. PROPOSAL FORM – (B) PERSONNEL & EQUIPMENT**  
**OTHER SUPERVISORY PERSONNEL**  
 (Attach additional sheets if necessary)

Company Name \_\_\_\_\_ Date \_\_\_\_\_

Provide information for key management and supervisory personnel of the Proposer for both administration as well as operations. Attach resumes for all such individuals.

INDIVIDUAL'S NAME	PRESENT TITLE	DESCRIPTION OF DIRECT JOB RESPONSIBILITIES	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE

**II. PROPOSAL FORM – (B) PERSONNEL & EQUIPMENT  
COMPANY OWNED MAJOR EQUIPMENT AVAILABLE FOR THE PROJECT  
(Attach additional sheets if necessary)**

Company Name \_\_\_\_\_

Date \_\_\_\_\_

[illegible]



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

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

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

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

Office Location: \_\_\_\_\_

\_\_\_\_\_

Corporation Responsibilities: \_\_\_\_\_

\_\_\_\_\_

Years in Current Position: \_\_\_\_\_

Proposed Role for the Project: \_\_\_\_\_

\_\_\_\_\_

% of Time to Be Devoted to Project: \_\_\_\_\_

Provide the following information for at LEAST THREE projects similar to the Project where the manager / supervisor / key personnel were involved.

### *Project 1*

Project Name / Location: \_\_\_\_\_

Time Period of Project: \_\_\_\_\_

Description of Project: \_\_\_\_\_

\_\_\_\_\_

Role of Manager / Supervisor / Key Personnel: \_\_\_\_\_

\_\_\_\_\_

Reference Contact: \_\_\_\_\_

Contact Phone/E-Mail: \_\_\_\_\_

*Project 2*

Project Name / Location: \_\_\_\_\_

Time Period of Project: \_\_\_\_\_

Description of Project: \_\_\_\_\_

\_\_\_\_\_

Role of Manager / Supervisor / Key Personnel: \_\_\_\_\_

\_\_\_\_\_

Reference Contact: \_\_\_\_\_

Contact Phone/E-Mail: \_\_\_\_\_

*Project 3*

Project Name / Location: \_\_\_\_\_

Time Period of Project: \_\_\_\_\_

Description of Project: \_\_\_\_\_

\_\_\_\_\_

Role of Manager / Supervisor / Key Personnel: \_\_\_\_\_

\_\_\_\_\_

Reference Contact: \_\_\_\_\_

Contact Phone/E-Mail: \_\_\_\_\_

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

- 2. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, required for the Project. Identify the amount of each person's time that will be devoted to the Project. (Attach additional sheets as needed.) Also, describe in the Proposer's narrative or below how staffing levels may differ depending on the work being performed.**

[illegible]

3. *Provide the following information for the proposed equipment that will be used for the Project. (Attach additional sheets as necessary.) Also, describe in the Proposer's narrative or below how equipment usage may differ depending on the work being performed.*

Equipment Type	Description of Role in Project	Age of Equipment	% of Time Available to the Project	Is the Equipment Presently Owned? Leased?

**4. Provide a list of all Subcontractors / Suppliers that will be hired by Proposer for the Project.**

<b>Name of Subcontractor / Supplier</b>	<b>Contact / Phone # / E-Mail Address</b>	<b>Role in Project (State whether subcontractor/supplier will be involved in the work being performed)</b>	<b>Total Value of Goods or Services Anticipated to Be Provided</b>

**(Attach additional sheets as necessary.)**

5. ***For each Subcontractor / Supplier that will provide goods or services in excess of \$25,000 for the Project, provide the following information:***

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

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

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

Contact Phone/E-Mail: \_\_\_\_\_

Office Location: \_\_\_\_\_

\_\_\_\_\_

Shipment Location (for Suppliers): \_\_\_\_\_

\_\_\_\_\_

Years in Business: \_\_\_\_\_

Proposed Role for the Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Is the Subcontractor/Supplier registered with the State of Florida, Division of Corporations and authorized to do business in Duval County and the State of Florida? Yes \_\_\_ No \_\_\_ If no, explain: \_\_\_\_\_

\_\_\_\_\_

Does the Subcontractor/Supplier have all applicable business licenses in good standing?

Yes \_\_\_ No \_\_\_

Please list the licenses: \_\_\_\_\_

\_\_\_\_\_

Provide the following information for at LEAST THREE projects similar to the Project where the Subcontractor/Supplier was involved:

*Project 1*

Project Name / Location:\_\_\_\_\_

Time Period of Project:\_\_\_\_\_

Description of Project:\_\_\_\_\_

\_\_\_\_\_

Role of Subcontractor/Supplier: \_\_\_\_\_

\_\_\_\_\_

Total Value of Contract to Subcontractor/Supplier:\_\_\_\_\_

Reference Contact:\_\_\_\_\_

Contact Phone/E-Mail: \_\_\_\_\_

*Project 2*

Project Name / Location:\_\_\_\_\_

Time Period of Project:\_\_\_\_\_

Description of Project:\_\_\_\_\_

\_\_\_\_\_

Role of Subcontractor/Supplier: \_\_\_\_\_

\_\_\_\_\_

Total Value of Contract to Subcontractor/Supplier:\_\_\_\_\_

Reference Contact:\_\_\_\_\_

Contact Phone/E-Mail: \_\_\_\_\_

*Project 3*

Project Name / Location: \_\_\_\_\_

Time Period of Project: \_\_\_\_\_

Description of Project: \_\_\_\_\_

\_\_\_\_\_

Role of Subcontractor/Supplier: \_\_\_\_\_

\_\_\_\_\_

Total Value of Contract to Subcontractor/Supplier: \_\_\_\_\_

Reference Contact: \_\_\_\_\_

Contact Phone/E-Mail: \_\_\_\_\_

Has the Subcontractor/Supplier ever failed to complete a contract, or had any contracts terminated before the work was completed? Yes ( ) No ( ) For each such incident, please provide the following information (attach additional sheets as needed):

Reference Contact: \_\_\_\_\_

Contact Phone/E-Mail: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Has the Subcontractor/Supplier or any of its affiliates (parents or subsidiaries), or any of the Subcontractor's/Supplier's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes ( ) No ( ) If yes, provide the following:

Identify the Case # and Tribunal: \_\_\_\_\_

Describe the Nature of the Action: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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Describe the Subcontractor's/Supplier's Role in the Action and Describe the Status and/or Resolution:

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Has the Subcontractor/Supplier or any of its affiliates (parents or subsidiaries), or any of the Subcontractor's/Supplier's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes ( ) No ( ) If yes, please explain:

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Has the Subcontractor/Supplier or any of its affiliates (parents or subsidiaries), or any of the Subcontractor's/Supplier's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes ( ) No ( ) If yes, please explain:

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**(Attach additional information regarding Subcontractor's/Supplier's role in the project, key personnel, background and experience, financial capacity, etc., and use additional sheets as appropriate.)**

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

1. *Describe at least THREE projects of similar size and scope to the Project that Proposer has undertaken. For each project, provide the following information (attach additional sheets to complete).*

Project Name/Location: \_\_\_\_\_

Reference Contact: \_\_\_\_\_

Contact Phone/E-Mail: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Current Status of the Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. ***Has the Proposer previously performed work for a community development district? Yes  
( ) No ( ) If yes, please provide the following information for each project (attach  
additional sheets as necessary):***

Project Name/Location: \_\_\_\_\_

Reference Contact: \_\_\_\_\_

Contact Phone/E-Mail: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Current Status of the Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. ***Has the Proposer ever failed to complete a contract, or had any contracts terminated before the work was completed? Yes ( ) No ( ) For each such incident, please provide the following information (attach additional sheets as necessary):***

Reference Contact: \_\_\_\_\_

Contact Phone/E-Mail: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Reason: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. ***Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to complete a construction contract? Yes ( ) No ( ) For each such incident, please provide the following information (attach additional sheets as needed):***

Reference Contact: \_\_\_\_\_

Contact Phone/E-Mail: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Reason: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. *Has the Proposer or any of its officers or employees, or any of Proposer's proposed subcontractors or materialmen, ever previously conducted work, or provided materials for work, at E-Town, whether as a contractor, subcontractor, materialman or in some other capacity? Please describe who and in what capacity, and when:*

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**PROPOSAL FORM, PART II – (C) & (D) EXPERIENCE & CAPACITY**  
**STATUS OF CONTRACTS ON HAND**  
**(Attach additional sheets if necessary)**

Company Name \_\_\_\_\_

Date \_\_\_\_\_

Furnish requested information about all of Proposer's active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

				PROPOSER'S UNCOMPLETED AMOUNT AS OF THIS DATE		COMPLETION DATE		
OWNER, LOCATION AND DESCRIPTION OF PROJECT	CURRENT CONTRACT AMOUNT AS PRIME	CURRENT CONTRACT AMOUNT AS SUBCONTRACTOR	CURRENT AMOUNT SUBJECT TO OTHERS	AS PRIME CONTRACTOR	AS SUBCONTRACTOR	ORIGINAL CONTRACT DATE	APPROVED REVISED DATE	CURRENT ESTIMATE DATE
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
Subtotal Uncompleted Work				\$	\$			
Total Uncompleted Work on Hand					\$			

**PROPOSAL FORM, PART II – (C) & (D) EXPERIENCE & CAPACITY**  
**PROJECTS PROPOSER COMPLETED IN THE LAST THREE YEARS**  
(Attach additional sheets if necessary)

Company Name \_\_\_\_\_ Date \_\_\_\_\_

List all projects completed in the last three years for which the contract value individually exceeded 3% of the Proposer's annual total work completed for the year the project was started. Include in the list projects that were started earlier than three years but were completed within the last three years.

PROJECT NAME/ LOCATION	FINAL CONTRACT AMOUNT	PRIME OR SUB <sup>1</sup>	CLASSIFICATION OF WORK PERFORMED	YEAR STARTED/ COMPLETED	OWNER NAME/ LOCATION <sup>2</sup>	NAME & PHONE NUMBER OF OWNER'S REPRESENTATIVE FOR THE LISTED PROJECT <sup>3</sup>

<sup>1</sup> 'Prime or Sub' should indicate whether Proposer performed the work as a prime contractor or as a subcontractor.

<sup>2</sup> 'Owner Name/ Location' should indicate the Owner of the project if the Proposer performed the work as a prime contractor or the general contractor if the Proposer performed the work as a subcontractor.

<sup>3</sup> 'Name & Phone Number of Owner's Representative on this Project' should list a reference from the business entity listed in the previous column familiar with Proposer's contract performance.



**CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR LANDSCAPE & IRRIGATION INSTALLATION  
PART II. PROPOSAL FORM – (D) FINANCIAL CAPACITY**

1. *Provide copies of the Proposer's financial statements, showing assets and liabilities, for each of the past three years. Also attach an interim balance sheet not more than 60 days old. Certified copies accompanied by an auditor's opinion are strongly encouraged, but not required.*
2. *Complete the following chart for each of the past five years:*

YEAR	ANNUAL REVENUE	# OF PROJECTS COMPLETED	LARGEST PROJECT SIZE
2019			
2018			
2017			
2016			
2015			

3. *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes ( ) No ( ) If yes, provide the following:*

Identify the Case # and Tribunal: \_\_\_\_\_

Describe the Nature of the Action: \_\_\_\_\_

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Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

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4. *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes ( ) No ( ) If yes, please explain:*

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5. ***Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes ( ) No ( ) If yes, please explain:***

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6. ***What is the Proposer's proposed insurance for the Project?*** Refer to the form of contract for minimum amounts.

Workers' Compensation

- a. State Worker's Compensation – Greater of statutorily required amount or \$ \_\_\_\_\_ per occurrence / \$ \_\_\_\_\_ aggregate / \$ \_\_\_\_\_ per disease
- b. Applicable Federal (e.g., United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, etc.) – Greater of statutorily required amount or \$ \_\_\_\_\_
- c. Employer's Liability – \$ \_\_\_\_\_

Commercial General Liability Insurance

- a. Bodily Injury, Sickness, Disease or Death, and Property Damage, per Occurrence - \$ \_\_\_\_\_
- b. Bodily Injury, Sickness, Disease or Death, and Property Damage, Aggregate - \$ \_\_\_\_\_
- c. Products-Completed Operations – \$ \_\_\_\_\_
- d. Personal and Advertising Injury – \$ \_\_\_\_\_
- e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.

Automobile Liability

- a. Bodily Injury:  
     Each Person \$ \_\_\_\_\_  
     Each Accident \$ \_\_\_\_\_  
 b. Property Damage:  
     Each Occurrence \$ \_\_\_\_\_

Pollution Insurance (covering third-party injury and property damage claims, including clean-up costs) \$ \_\_\_\_\_

Protection and Indemnity Insurance \$ \_\_\_\_\_

Contractual Liability coverage

- a. General Aggregate \$ \_\_\_\_\_  
 b. Bodily Injury and Property Damage  
     Combined Each Occurrence \$ \_\_\_\_\_

Umbrella Insurance (above the Commercial Liability, Automobile Liability, Employers Liability, Pollution Insurance, Protection and Indemnity Insurance and Contractual Liability Insurance listed herein)

- a. General Aggregate \$ \_\_\_\_\_  
 b. Each Occurrence \$ \_\_\_\_\_

Builder's Risk Insurance for the amount of the Project? YES / NO

Boiler & Machinery Insurance?  
 (List items on separate page)

YES / NO

\_\_\_\_\_  
 (Other) \$ \_\_\_\_\_

\_\_\_\_\_  
 (Other) \$ \_\_\_\_\_

**(Attach a copy of a current insurance certificate evidencing the contractor's insurance.)**

**7. What are the Proposer's current bonding limits?**

Name of Proposer's Bonding Company \_\_\_\_\_

Address \_\_\_\_\_

Approved Bonding Capacities:

Aggregate Limit \$ \_\_\_\_\_  
 Single Project Limit \$ \_\_\_\_\_  
 Total Current Contracts Bonded \$ \_\_\_\_\_

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

Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Telephone \_\_\_\_\_

**CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR  
LANDSCAPE & IRRIGATION INSTALLATION  
PART II. PROPOSAL FORM – (E) PRICING**

**SECTION 1. PRICING.**

Furnish and install all material, equipment and labor for the work complete and acceptable for construction of all infrastructure and appurtenances **as shown in the drawing set and as outlined in the attached Excel Bid Form (to be prepared and completed by Proposer)** for the total lumps sum of:

\_\_\_\_\_(In Words).  
\$(\_\_\_\_\_(In Figures)).

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

This proposal made by and on behalf of:

Proposer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

**CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR  
LANDSCAPE & IRRIGATION INSTALLATION  
PART II. PROPOSAL FORM – (F) SCHEDULE**

Contractor shall submit along with this Proposal a detailed project schedule. This chart shall include such milestones included at the Proposer's discretion; however, at the very least the chart shall identify dates for the issuance of the Notice to Proceed, the achievement of Substantial Completion and the application for Final Payment, as such events are defined in the Standard General Conditions of the Construction Contract, respectively. The number of days occurring between the issuance of the Notice to Proceed and the achievement of Substantial Completion is: \_\_\_\_\_ (in words) \_\_\_\_\_ (in figures). The Owner reserves the right to waive any informalities or to reject any and all proposals.

**CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR  
LANDSCAPE & IRRIGATION INSTALLATION  
PART II. PROPOSAL FORM – (G) LEGAL MATTERS**

- 1. *List and describe any and all litigation, arbitration or claims filed against the Proposer or its affiliates or principals within the last five (5) years. For each instance, please describe the nature of the litigation, arbitration or claim, identify the case number and tribunal, describe the Proposer's role in the matter, and describe the status and/or resolution of the litigation. (Attach additional sheets if necessary.)***

Identify the Case # and Tribunal:\_\_\_\_\_

Describe the Nature of the Action:\_\_\_\_\_

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Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

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- 2. *List any and all governmental enforcement actions (e.g., any action taken to impose fines, penalties, etc.) taken against the Proposer or its affiliates or principals in the last five (5) years. For each action, please describe the nature of the action, identify the case number and tribunal, describe the Proposer's role in the matter, and describe the status and/or resolution of the matter. (Attach additional sheets if necessary.)***

Identify the Case # and Tribunal:\_\_\_\_\_

Describe the Nature of the Action:\_\_\_\_\_

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Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

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3. ***Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes ( ) No ( ) If so, please identify the governmental entity and project, and discuss the circumstances surrounding such denial or disqualification as well as the date thereof. (Attach additional sheets if necessary.)***

Identify the Case # and Tribunal:\_\_\_\_\_

Describe the Nature of the Action:\_\_\_\_\_

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Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

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

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

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

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

Also, please explain the basis for any bar or suspension:

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

If yes, please describe the incident: \_\_\_\_\_

\_\_\_\_\_

6. *Safety of the community's residents and property is a priority. Please describe any background checks or other security measures that have been or will be taken with respect to the hiring and retention of the Proposer's personnel (and/or any subcontractors' personnel) who will be involved with the Project. Also, please describe what security measures will be taken to ensure that on-site personnel are properly supervised. Attach a copy of the Proposer's security policy that would be included as part of the form of contract.*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR  
LANDSCAPE & IRRIGATION INSTALLATION**

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

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

1. This sworn statement is submitted to Cypress Bluff Community Development District  
(print name of the public entity)

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is

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

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

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

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

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

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

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

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that

one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

- \_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, *FLORIDA STATUTES*, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

(Corporate Seal, if applicable)

\_\_\_\_\_  
(Name of Proposer)

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

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

STATE OF FLORIDA     )  
COUNTY OF \_\_\_\_\_)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR  
LANDSCAPE & IRRIGATION INSTALLATION**

**SWORN STATEMENT REGARDING SCRUTINIZED COMPANIES**

1. This sworn statement is submitted to Cypress Bluff Community Development District (“**District**”)

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of “**Proposer**” submitting sworn statement)

whose business address is

\_\_\_\_\_

2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, provides that a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, the Scrutinize Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Cuba or Syria (together, “**Prohibited Criteria**”), is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents meets any of the Prohibited Criteria. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, or any of its officers, directors, executives, partners, shareholders, members, or agents, meets any of the Prohibited Criteria.

[This space intentionally left blank]

The foregoing SWORN STATEMENT REGARDING SCRUTINIZED COMPANIES is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

(Corporate Seal, if applicable)

\_\_\_\_\_  
(Name of Proposer)

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

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

STATE OF FLORIDA     )  
COUNTY OF \_\_\_\_\_)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida

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

Personally Known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

**CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR  
LANDSCAPE & IRRIGATION INSTALLATION  
AFFIDAVIT REGARDING PROPOSAL**

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

Before me, the undersigned authority, appeared the affiant, \_\_\_\_\_, and having taken an oath, affiant, based on personal knowledge, deposes and states:

*Authorization*

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ for \_\_\_\_\_ (“**Proposer**”), and am authorized to make this Affidavit Regarding Proposals on behalf of Proposer. **Proof of such authorization is attached hereto.**

2. I assisted with the preparation of, and have reviewed, the Proposer’s proposal (“**Proposal**”) provided in response to the Cypress Bluff Community Development District Request for Proposals for Landscape & Irrigation Installation. All of the information provided in the Proposal is full and complete, and truthful and accurate. I understand that inclusion of false, deceptive or fraudulent statements, or the failure to include full and complete answers, may constitute fraud, and, that, among other remedies, the District may consider such action on the part of the Proposer to constitute good cause for rejection of the Proposal.

*Receipt of Documents*

3. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual’s Table of Contents. Additionally, the Proposer acknowledges receipt of the following addenda:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

### *Pricing & Non-Collusion*

4. The Proposer agrees through submission of the Proposal to honor all pricing information for one hundred and twenty (120) days from the due date of the Proposals. If awarded the contract on the basis of this Proposal, Proposer agrees to enter into and execute the contract in the form included in the Project Manual.

5. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging. The price(s) and amount(s) of this Proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer, or review of any other Proposal, or potential Proposal. Moreover, neither the price(s) nor the amount(s) of this Proposal, and neither the approximate price(s) nor approximate amount(s) of this Proposal has been disclosed to any other firm or person who is a Proposer or potential Proposal, and they will not be disclosed before Proposal opening.

6. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Proposal for this contract, or to submit a price(s) higher than the prices in this Proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Proposal.

7. The Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.

8. Neither Proposer nor its affiliates, subsidiaries, officers, director, or employees are currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to a public procurement process, on any public contract, except as follows:

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### *Agreements Regarding Records and Project Manual*

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

10. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual, including but not limited to the forms of contract; (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the notice, the Proposal instructions, the proposal forms, the contract form, the scope of work, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual; (v) the Proposer certifies that he or she has carefully examined the project site, made his/her own measurements and calculations and prepared and checked the foregoing Proposal after the same was completed and has verified every item placed thereon; and (vi)



REGARDLESS OF WHETHER A PROTEST OF ANY KIND IS FILED, AND IN ORDER TO AVOID AN IMMEDIATE DANGER TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY, AND/OR ADVERSE FINANCIAL CONSEQUENCES TO THE DISTRICT, THE PROPOSER AGREES THAT THE DISTRICT MAY IMMEDIATELY PROCEED WITH THE PROJECT PURSUANT TO A CONTRACT WITH THE PROPOSER SELECTED BY THE DISTRICT.

**UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AFFIDAVIT REGARDING PROPOSALS AND THAT THE FACTS STATED IN IT ARE TRUE AND CORRECT.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

(Corporate Seal, if applicable)

\_\_\_\_\_  
(Name of Proposer)

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

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

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida

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

Personally Known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

**EXHIBIT:** Attach Proof of Authorization to Sign

**CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR  
LANDSCAPE & IRRIGATION INSTALLATION  
PART III. FORM OF AGREEMENT**

**AGREEMENT FOR LANDSCAPE AND IRRIGATION INSTALLATION  
AND MATERIALS BY AND BETWEEN CYPRESS BLUFF COMMUNITY  
DEVELOPMENT DISTRICT AND \_\_\_\_\_**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between:

**Cypress Bluff Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Duval County, Florida whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“District”), and

\_\_\_\_\_, a \_\_\_\_\_, with an address of \_\_\_\_\_ (“Contractor”).

**RECITALS**

**WHEREAS**, the District was established pursuant to Chapter 190, Florida Statutes, for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including landscape improvements; and

**WHEREAS**, the District desires to retain an independent contractor to perform landscape and irrigation installation services and provide materials associated therewith, as more particularly described in this Agreement and on the attached **Composite Exhibit A**, and Contractor represents that it is capable of providing such materials and services and desires to contract with the District to do so in accordance with the terms of this Agreement; and

**WHEREAS**, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**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:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. DESCRIPTION OF WORK AND SERVICES.** The duties, obligations, and responsibilities of the Contractor are to provide the services, labor, materials and warranties described herein and set forth in the proposal and Plans (defined herein) attached hereto and incorporated by reference herein as **Composite Exhibit A** (“Services”). The Services shall include, but are not limited, to the installation of the plant material and irrigation improvements in accordance with the plans more particularly identified as \_\_\_\_\_, dated \_\_\_\_\_ (“Plans”). Contractor shall coordinate the Services with other contractors performing work for the District. Contractor shall coordinate with the District’s contractor(s) in the location and installation of all landscape material, irrigation systems, controllers, meters and other appurtenances that may be required for a complete and operational scope of work. Should any questions arise as to the coordination required, the Contractor shall consult with the District’s

Designee, as defined below. Contractor shall locate all utilities prior to performing the Work and shall maintain necessary erosion control measures during the term of its Work. Additionally:

- A. The Contractor shall report directly to the District's Designee who shall be \_\_\_\_\_. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the Services set forth herein and in **Composite Exhibit A**. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- B. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- C. The District is relying on the Contractor as the expert in this field. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional duties shall be paid only as negotiated between the parties and upon the written authorization of the District.

**SECTION 3. TIMING.** Contractor shall commence the Services upon the District's issuance of a written notice to proceed and the Services shall be substantially complete within \_\_\_\_\_ days of the date of the notice to proceed and all punch list items shall be addressed and the Services shall be fully complete within \_\_\_\_\_ days of the date of the notice to proceed. The term "substantially complete" as used herein shall mean the time at which the Services have progressed to the point where, in the opinion of the District, the Services are sufficiently complete, in accordance with this Agreement, so that the Services can be utilized for the purposes for which they are intended. The term "fully complete" as used herein shall mean the time at which the Services are finished in their entirety and, in the opinion of the District, no further work on the part of the Contractor is necessary to finish the Services in accordance with this Agreement. Contractor shall notify the District Designee in writing immediately upon recognizing any potential for a delay delivering its work caused by itself or another contractor. Due to current construction projects and schedules at the project site, the Contractor and District recognize that time is of the essence of this Agreement and that District will suffer financial loss if the Services are not completed within the times specified herein. Contractor must coordinate its work with others performing work for the District as the District directs. Contractor will work overtime or extra shifts as necessary to meet the timeframe provided for herein.

**SECTION 4. PAYMENT FOR SERVICES.** Total compensation for supplying all of the Services described herein and in attached **Composite Exhibit A** shall not exceed \$\_\_\_\_\_. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within twenty-five (25) days upon receipt of the invoice by the District or as otherwise provided for under the Local Government Prompt Payment Act, Sections 218.70 et seq., Fla. Stat. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**SECTION 5. CHANGE ORDERS.** Contractor understands that the Project may be reduced, enlarged or otherwise modified in scope. If any additional services are proposed beyond those identified in this Agreement, Contractor shall perform them but only after receiving a written change order from the District or the District Manager's designee. Contractor shall not perform any service omitted from the Agreement by deductive change order. Contractor shall cooperate with and assist the District in preparing and determining the scope of any change order. In the event this is a unit price Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order in accordance with the unit prices established in this Agreement. In the event this Agreement is not a unit price agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order as reasonably determined by the District in conference with the Contractor. All change orders shall be in the form attached hereto as **Exhibit B**.

**SECTION 6. WARRANTY AND COVENANT.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all workmanship and materials shall be of good quality, and free from faults and defects. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Project, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials provided under this Agreement are found to be defective, deficient or not in accordance with the Agreement, and without intending to limit any other remedies, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Further, the Contractor hereby assigns all manufacturers' warranties to the District, and shall provide evidence of the same with the Contractor's submittal of the Final Payment Application.

Contractor hereby covenants to the District that it shall perform the services necessary to complete the Project: (i) using its best skill and judgment and in accordance with generally accepted professional standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interests of the District. Contractor hereby covenants to the District that any work product

of the Contractor shall not call for the use of, nor infringe, any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

**SECTION 7. INSURANCE.** Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
  - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District and \_\_\_\_\_, and the officers, supervisors, agents, staff, and representatives of the foregoing shall be named as additional insured parties. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida. At no time shall Contractor be without insurance in the above amounts. Contractor shall, without interruption, maintain insurance for professional liability for errors and omissions for at least five (5) years after the completion or termination of this Agreement.

If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**SECTION 8. INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor

is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

**SECTION 9. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS.** In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

**SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** 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 actual damages and/or specific performance. The District 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 District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 11. ENFORCEMENT OF AGREEMENT.** 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.

**SECTION 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 both the District and the Contractor.

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

**SECTION 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, as follows:

**A. If to Contractor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

**B. If to District:** Cypress Bluff Community Development District  
475 West Town Place, Suite 114  
St. Augustine, Florida 32092  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

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 the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. 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.

**SECTION 15. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both 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, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

**SECTION 16. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor 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 District and the Contractor 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 District and the Contractor and their respective representatives, successors, and assigns.

**SECTION 17. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

**SECTION 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 St. Lucie County, Florida.

**SECTION 19. INDEMNIFICATION.**

- A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B. Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and \_\_\_\_\_, as well as their directors, officers, supervisors, staff, employees, representatives and agents against any and all claims, damages, liabilities, losses, costs, or harm of any kind including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, or other persons employed or utilized by Contractor in the performance of this Agreement up to the amount of one million dollars. By executing this Agreement, Contractor agrees such indemnification amount bears a reasonable commercial relationship to the Agreement.
- C. Contractor hereby acknowledges, agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, Florida Statutes or other statute or law. This Article shall survive any termination of this Agreement.

**SECTION 20. TERM.** This Agreement shall become effective as of the date first above written, and shall terminate upon completion of the Services set forth herein and in any amendment hereto, unless cancelled earlier, pursuant to Section 21 below.

**SECTION 21. CANCELLATION.** The District shall have the right to cancel this Agreement at any time due to Contractor's failure to perform in accordance with the terms of this Agreement or for any reason. Contractor shall have the right to cancel this Agreement upon thirty (30) days written notice mailed to the District at the address written above stating a failure of the District to perform in accordance with the terms of this Agreement. The District's liability upon cancellation or termination of this Agreement shall be limited to paying for the reasonable value of labor and materials physically incorporated into the Services up to the effective date of cancellation, along with the value of materials specifically fabricated by Contractor for the Services up to the date the notice of cancellation or termination was given, though not incorporated in the Services, but not

reasonably usable elsewhere, less payments already made to Contractor, as Contractor's sole means of recovery for cancellation.

**SECTION 22. OWNERSHIP OF DOCUMENTS.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

**SECTION 23. PUBLIC RECORDS.** Contractor understands and agrees that all documents or on-line content of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jim Perry ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the Work; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850, JPERRY@GMSNF.COM, OR AT 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.**

**SECTION 24. 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.

**SECTION 25. 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.

**SECTION 26. 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.

**IN WITNESS WHEREOF,** the parties hereto have signed this Landscape and Irrigation Installation and Materials Agreement on the day and year first written above.

**DISTRICT** **CYPRESS BLUFF COMMUNITY DEVELOPMENT**

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

\_\_\_\_\_

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

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

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

**Composite Exhibit A:** Proposals & Plans  
**Exhibit B:** Form of Change Order

**COMPOSITE EXHIBIT A**  
**(Proposal & Plans)**

**EXHIBIT B**

# Change Order No. \_\_\_\_\_

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project:	District:	District's Contract No.:
Contract:	Date of Contract:	
Contractor:	Engineer's Project No.:	

## The Contract Documents are modified as follows upon execution of this Change Order:

Description:

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Attachments: (List documents supporting change):

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CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: Working days Calendar days
\$	Substantial completion (days or date):
	Ready for final payment (days or date):
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
\$	Substantial completion (days):
	Ready for final payment (days):
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$	Substantial completion (days or date):
	Ready for final payment (days or date):
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
\$	Substantial completion (days or date):
	Ready for final payment (days or date):
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$	Substantial completion (days or date):
	Ready for final payment (days or date):

ACCEPTED:

By:

District (Authorized Signature)

Date:

ACCEPTED:

By:

Contractor (Authorized Signature)

Date:

Date:

**CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS FOR LANDSCAPE & IRRIGATION INSTALLATION  
PART IV. TECHNICAL DOCUMENT**