

PROJECT MANUAL

**REQUEST FOR PROPOSALS FOR
DESIGN-BUILD OF
MASTER SEAWALL PROJECT
SECTION II (13,550 LF)**

***HARBOR BAY
COMMUNITY DEVELOPMENT DISTRICT***

**DISTRICT ENGINEER AND
DESIGN CRITERIA PROFESSIONAL:**

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December 7, 2018

**HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS – DESIGN-BUILD OF
MASTER SEAWALL PROJECT
SECTION II (13,550 LF)**

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**HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS – DESIGN-BUILD OF
MASTER SEAWALL PROJECT
SECTION II (13,550 LF)
Hillsborough County, Florida**

The Harbor Bay Community Development District (“**District**”) hereby requests proposals from firms to provide labor, materials, equipment and construction services necessary for the District’s master stormwater and retaining wall stabilization project (“**Project**”), as more particularly described in the Project Manual, as herein defined, and in accordance with design criteria package (“**Design Criteria Package**”) specifications prepared by Cardno Limited (the “**Design Criteria Professional**”). 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 Mirabay, which is located in south Hillsborough County, near Apollo Beach, Florida. Portions of the District’s community retaining wall, which is integral to and a component of the District’s stormwater management system, and which covers approximately 7 miles in length, is in need of stabilization reconstruction due to certain prior construction defects. Toward that end, the District is seeking proposals from qualified firms.

The Project is divided into three sections – Sections I, II, and III. Each section is being advertised as a stand-alone request for proposal. Proposals may be submitted for one, two, or all three sections, although each proposal should be submitted individually for each section. **This Request for Proposals (“RFP”) is for Section II (13,550 LF) of the Project only (the “RFP Work”).** Proposers have the option to provide a solution to reconstruct the existing wall that is consistent with the Design Criteria Package included within the Project Manual. Within Section II, the reconstruction will involve placing additional fill, and planting mangroves, as well as some drainage work, to enhance the berm along the retaining wall.

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 Hillsborough County and the State of Florida. **TIME IS OF THE ESSENCE WITH RESPECT TO THE RFP WORK.**

The instructions to proposers, contract, proposal form, and other materials (“**Project Manual**”) will be available for public inspection and may be obtained electronically beginning **December 7, 2018 at 10:00a.m.** and until **January 31, 2019 at 12:00p.m.** To obtain the Project Manual, Proposers shall submit a request for same in writing via e-mail to Greg Woodcock and Christopher Gamache, P.E., District Engineers and Design Criteria Professionals, at greg.woodcock@cardno.com and christopher.gamache@cardno.com. Proposers must include all appropriate contact information in their request by e-mail. No partial Project Manual or plans will be available. 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 obtained a Project Manual.

There will be a **pre-proposal conference** at the Mirabay Clubhouse, located at 107 Manns Harbor Drive, Apollo Beach, FL 33572 (or at an alternative location to be determined and announced), on **December 14, 2018 at 10:00 a.m.** Attendance at the pre-proposal conference is not mandatory, but is strongly encouraged. No later than **February 1, 2019 at 12:00p.m.**, each firm desiring to submit a proposal for the RFP Work must submit one (1) original of the firm's proposal to the District Manager's Office, Rizzetta & Company, Inc., 9428 Camden Field Parkway, Riverview, Florida 33578, as well as one (1) electronic copy of the firm's proposal to Joseph Roethke at jroethke@rizzetta.com. It is anticipated that the proposals will be publicly opened at that time, though the proposals otherwise may be maintained on a confidential basis throughout the procurement process and to the extent permitted by Florida law. Additionally, and as further described in the Project Manual, each proposer shall supply a bid bond or cashier's check made payable to the District and in the amount of \$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 REQUEST FOR PROPOSALS – DESIGN-BUILD OF MASTER SEAWALL PROJECT, SECTION II (13,550 LF)." 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 fifty (150) 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, 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 pickup of the Project Manual, 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 (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*.

Any and all questions relative to this Request for Proposals or the RFP Work shall be directed in writing by e-mail only to Greg Woodcock and Christopher Gamache, P.E., District Engineers and Design Criteria Professionals, at greg.woodcock@cardno.com and christopher.gamache@cardno.com, respectively, with e-mail copies to Joseph Roethke, District Manager, at jroethke@rizzetta.com; and Michael Eckert, District Counsel, at michaele@hgslaw.com. No phone inquiries please.

Joseph Roethke, District Manager
Harbor Bay Community Development District

**HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS – DESIGN-BUILD OF
MASTER SEAWALL PROJECT
SECTION II (13,550 LF)**

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

ANY PROTEST OF THIS PROJECT MANUAL MUST BE FILED WITH THE DISTRICT WITHIN 72 HOURS OF PICKUP OF THE PROJECT MANUAL, TOGETHER WITH A PROTEST BOND IN A FORM ACCEPTABLE TO THE DISTRICT AND IN THE AMOUNT OF \$100,000, 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 Harbor Bay Community Development District (“**District**”) is seeking proposals (“**Proposal(s)**”) from firms (“**Proposer(s)**”) capable of providing labor, materials, equipment and construction services for Section II (13,550 LF) (the “**RFP Work**”) of the community’s master stormwater and retaining wall stabilization 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 Mirabay, which is located in south Hillsborough County, near Apollo Beach, Florida.

The District is undertaking the Project in order to stabilize the community seawall, which is more accurately described as a “retaining wall.” The retaining wall, which extends approximately 7 miles in length, was constructed in the years following the District’s establishment in 1999, and is an integral part of the District’s stormwater management system. The retaining wall consists of sheet piling, tie-rod anchors, a dead-man system, and a concrete cap securing certain of the other components. (As a remedial action, certain areas within the community also have a waler installed along the retaining wall to further secure the wall.) The canals established by the retaining wall connect to the District’s master stormwater system, and serve to collect and release water through the system and into Tampa Bay.

After the retaining wall was installed, it became apparent that it was failing at certain locations within the community, causing the retaining wall sheets to bend and the concrete cap at the top of the wall to rotate.

Thereafter, the District retained Ingenium, Inc. (“**Ingenium**”), a structural engineering firm, to conduct a pilot project and propose various options for stabilizing the community retaining wall. As part of the pilot project, Ingenium considered and field tested three different

solutions, which are presented in a September 2014 “**Pilot Project Report.**” The Pilot Project Report is available at <http://harborbaycdd.org/projects/procurements/>.

The District also commissioned a peer review of the Pilot Project Report. This analysis of the Pilot Project Report, based on a number of criteria, is available online at <http://harborbaycdd.org/projects/procurements/>.

In the fall of 2015 and through the current date, the District has proceeded on an emergency basis to stabilize portions of the retaining wall. Emergency work is ongoing at the time of this Request For Proposals – Design-Build of Master Seawall Project, Section II (13,550 LF) (“**RFP**”).

At a public workshop in December 2015, the District’s Board of Supervisors (“**Board**”) was presented with a plan for addressing the balance of the community, which was divided into three sections. (Refer to the Technical Documents.)

In Section I, located in the eastern portion of the community, the retaining wall cap has rotated significantly and requires reconstruction or stabilization. Virtually all of the lots located within Section I have homes located on them. For Section I, either one of two solutions, including what are referred to herein as the “**Rip Rap Reconstruction Solution**” and “**New Wall Reconstruction Solution,**” was recommended.¹

The New Wall Reconstruction Solution involves installation of new sheet piling and additional tie-rod anchors at the face of the existing wall, which components would be bound to the existing wall with a new concrete cap that would envelop the existing cap. Flowable fill would be injected between the old wall and the new sheet piling, and a drainage system would be installed behind the existing wall. For purposes of this RFP, the “**New Wall Alternative**” refers to installation of the New Wall Reconstruction Solution within Section II, with the Berm Reconstruction for Section II.

The Rip Rap Reconstruction Solution is similar to the New Wall Reconstruction Solution with the exception that instead of installing new sheet piling and additional tie-rod anchors, the Rip Rap Reconstruction Solution involves placing rip-rap against the existing sheet piling. Like the New Wall Reconstruction Solution, the Rip Rap Reconstruction Solution also involves the installation of a new cap over the existing cap, as well as installation of a drainage system behind the existing wall. For purposes of this RFP, the “**Rip Rap Alternative**” refers to installation of the New Wall Reconstruction Solution at some locations, and the Rip Rap Reconstruction Solution at most locations, within Section II, with the Berm Reconstruction for Section II.

The Board is committed to finding and implementing the proper reconstruction solution. The Board has continuously worked to ensure that the retaining wall will undergo reconstruction work in the near future.

¹ In the event that Proposers are reviewing other District documents, it’s worth noting that the District’s prior documents refer to the Rip Rap Reconstruction Solution as “**Modified Option 1,**” and the New Wall Reconstruction Solution as “**Option 3.**”

In April 2017, the Board, by majority vote, issued the Phase 1 Reconstruction RFP, which included reconstruction work along the retaining wall for approximately twenty-three lots within the community. Despite interest among contractors, the District received only one proposal in response to the Phase 1 Reconstruction RFP. At its June 15, 2017 meeting, the Board rejected the proposal because it (i) exceeded the budgeted amount for the Project; and (ii) there were not enough proposals received to be competitive. In rejecting the sole Phase 1 Reconstruction RFP proposal, the Board reiterated the importance of receiving as many proposals as possible.

Consequently, in October 2017, the Board decided to pursue and issue a design-build RFP for all three sections of the Project (the “**2017 RFP**”), which would allow Proposers to develop and specify a solution. Design-Builders were given the flexibility to propose the New Wall Reconstruction Solution, the Rip Rap Reconstruction Solution, and/or one or more other solution(s). Moreover, Design-Builders were also given the flexibility to implement different solutions for different areas of the Project, as different areas of the Project have different characteristics. The District encouraged Proposers to consider the merits of a wide variety of repair solutions, including but not limited to rip rap, vinyl, and fiber reinforced polymer (FRP) composite sheet pile solutions (see Technical Documents for details). The District received no responsive bids to the 2017 RFP and post-bid efforts to negotiate a contract for the entire Project failed.

Unlike the Phase 1 Reconstruction RFP or the 2017 RFP, this design-build RFP (the “**Design-Build Proposal**”) allows Proposers to develop and specify a solution for Section II (13,550 LF) of the Project only. Notwithstanding the discussion of the New Wall Alternative and the Rip Rap Alternative above, the Board welcomes, and strongly encourages, submission of any solution that is in accordance with the Design Criteria Package. The Board will consider these two and all other options proposed The Board looks forward to reviewing all received Proposals.

All interested Proposers shall be required to comply with the design-build requirements pursuant to Section 287.055, *Florida Statutes*. For purposes of this RFP, the Design-Build refers to the design and reconstruction of a proposed solution within Section II (13,550 LF) only, with the Berm Reconstruction for Section II. For Proposers’ reference, the District’s Design Criteria Professional has prepared, and included within this Project Manual, a Design Criteria Package containing concise, performance-oriented drawings and/or specifications for the Project, including the RFP Work.

Section II is located in the western portion of the community. In contrast to Section I, the retaining wall within Section II has less cap rotation than Section I and the placement of additional fill and the planting of mangroves have been recommended, along with some drainage improvements (together, “**Berm Reconstruction**”), to strengthen and secure the berm along the retaining wall within Section II.

TIME IS OF THE ESSENCE WITH RESPECT TO THE RFP WORK. Each Proposer should provide detailed design and construction schedules for the Design-Build Proposal and detail how the Proposer intends to use its equipment and personnel to meet that schedule.

The District, as a special-purpose unit of local government, is authorized to levy and impose special assessments to generate revenue for capital projects such as the instant Project. See Chapters 170, 190, and 197, *Florida Statutes*. The District currently has \$2.9 million in various accounts, a portion of which will be used to finance the RFP Work. The District also plans to sell bonds to further finance the RFP Work and has the ability to levy and impose additional special assessments to finance the RFP Work.

For additional information, please refer to the District’s web-site at www.harborbaycdd.org.

2. DUE DATE. Sealed Proposals must be received no later than **February 1, 2019 at 12:00p.m.**, at the offices of Rizzetta & Company, Inc., 9428 Camden Field Parkway, Riverview, Florida 33578 (“**District Manager’s Office**”), attention Joseph Roethke, and one (1) electronic copy of the same should be delivered no later than such date and time to Joseph Roethke via e-mail, at jroethke@rizzetta.com. 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.

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

DATE	EVENT
November 30, 2018	Notice of RFP Published & Posted
December 7, 2018 at 10:00a.m.	RFP Available
December 14, 2018 at 10:00a.m.	Pre-Proposal Meeting
January 18, 2019 at 5:00p.m.	Deadline for Questions
February 1, 2019 at 12:00p.m.	Proposals Due / Public Opening
February 21, 2019 at 6:00p.m.	Board Meeting to Evaluate Proposals & Award Contract

4. PRE-PROPOSAL CONFERENCE. A pre-proposal conference will be held regarding the RFP Work on **December 14, 2018 at 10:00a.m.**, at the Mirabay Clubhouse, located at 107 Manns Harbor Drive, Apollo Beach, FL 33572 (or at an alternative location to be determined and announced). The pre-proposal conference may include, but not be limited to, a discussion of contract requirements, inspections, evaluations and submittal requirements. Attendance at the pre-proposal conference is not mandatory, but is strongly encouraged.

5. 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.

6. INTERPRETATIONS AND ADDENDA; COMMUNICATION. Any and all questions relative to this RFP or the Project shall be directed in writing by e-mail only to Greg Woodcock and Christopher Gamache, P.E., District Engineers and Design Criteria Professionals, at greg.woodcock@cardno.com and christopher.gamache@cardno.com, respectively, with e-mail

copies to Joseph Roethke, District Manager, at jroethke@rizzetta.com; and Michael Eckert, District Counsel, at michaele@hgslaw.com. No phone inquiries please. All questions must be received no later than **January 18, 2019 at 5:00p.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.

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

7. 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.

8. DESIGN CRITERIA PACKAGE. The District has retained the firm of Cardno Limited to provide Design Criteria Professional services for the Project, including the RFP Work. The Design Criteria Package, which describes the minimum scope and required quality for design and construction of the Project and also provides information about the Project, is attached to the Project Manual. The Design Criteria Package is not represented as being construction documents. The Design Criteria Package has not undergone any regulatory review. It will be the Design-Builder's responsibility to develop complete construction documents with all necessary details commensurate with the scope and quality indicated in the Design Criteria Package and to meet all regulatory requirements. Each Proposer acknowledges, understands, and agrees that the Design Criteria Package, and other Project information provided, do not constitute construction documents and do not reflect all of the design, permitting, regulatory, and construction requirements for the Project, and that, notwithstanding the above, these documents are sufficient in all respects for purposes of the Proposer's preparation and submittal of its Proposal.

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 RFP Work described in the scope of work provided herein. The narrative approach should specifically address and describe all components of the Design-Build Proposal, including but not limited to separate descriptions, schedules, and costs for each component of same (design, permitting, construction, and operation and

maintenance) for the RFP Work. The narrative should also specify all permits, licenses, certificates of occupancy, and other approvals of governmental authorities that Proposer will require to complete the RFP Work using its proposed solution(s).

- B. A completed Proposal Form, including but not limited to, the forms addressing: General Information, Personnel & Equipment, Experience & Capacity, Unit Pricing, Guaranteed Maximum Price, Guaranteed Schedule, Sworn Statement on Public Entity Crimes, Sworn Statement Regarding Scrutinized Companies, and Affidavit Regarding Proposal. If additional permitting is required, the Proposer shall include the price of permitting in their 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 RFP Work:
 - 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 RFP Work. (Supply at least 2 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 RFP Work. Identify the amount of each person's time that will be devoted to the RFP Work.
 - 3. Describe proposed equipment that will be used for the RFP Work. 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 RFP Work or also to other projects and, if the latter, what percentage of time the equipment will be available to the RFP Work
 - 4. Provide a list of all engineers, subcontractors, and suppliers that will be hired by Proposer for the RFP Work. For each engineer / subcontractor / supplier, provide the following:
 - i. A description of the engineer / subcontractor / supplier's role in the RFP Work.
 - ii. A description of the engineer / subcontractor / supplier's background and experience, as it relates to the RFP Work.

- iii. The engineer/ 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 engineers / subcontractors / suppliers, information regarding the financial capability of the engineer / subcontractor / supplier.
5. Describe how the proposed staffing and equipment will be used in order to meet the schedule, as proposed by Proposer.
 6. Describe at least two projects similar to the RFP Work that Proposer has undertaken.
 7. Describe previous or currently contracted work with other community development districts.

IN COMPLETING THE APPLICABLE FORMS UNDER SECTION B ABOVE, AND ADDRESSING THE ITEMS UNDER SECTION C ABOVE, EACH PROPOSER SHALL PROVIDE SPECIFIC INFORMATION REGARDING WHAT PERSONNEL, EQUIPMENT & CAPACITY THAT THE PROPOSER HAS RELATING TO THE DESIGN-BUILD PROPOSAL IN ADDITION TO THE BERM RECONSTRUCTION. ADDITIONALLY, EACH PROPOSER SHALL PROVIDE SPECIFIC INFORMATION REGARDING THE PROPOSER'S EXPERIENCE RELATING TO THE DESIGN-BUILD PROPOSAL, AS WELL AS EXPERIENCE WORKING IN ENVIRONMENTALLY SENSITIVE AREAS (E.G., THOSE THAT INCLUDE PROTECTED MANGROVES).

- 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. Guaranteed Maximum Pricing for the Design-Build Proposal, with unit pricing. GMP shall include all permitting costs associated with the Design-Build Proposal.
- F. Detailed Guaranteed Schedule for the Design-Build Proposal, as well as descriptions of how the Proposer intends to use its equipment and personnel to meet that schedule.

- 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 RFP Work.
- H. Copies of all major material warranties (e.g., for sheet piling and other 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. QUALIFICATIONS OF THE PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. 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.

11. 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 \$2,000,000.00, and umbrella liability insurance at a minimum of \$5,000,000.00. Moreover, these insurance policies shall list, as additional insureds, the following: the District, the District Engineer, Terrabrook Apollo Beach, LLC, Newland Real Estate Group, LLC, NASH Financing, LLC and NASH Vingt-huit, LLC, and their respective successors, assigns, members, parents, partners, subsidiaries, affiliates, lenders, managers, officers, directors, supervisors, representatives, staff, consultants, agents, contractors, 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.

12. WARRANTIES. The form of contract includes various warranties that shall be provided by the successful Proposer ("**Design-Builder**") 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 Design-Builder agrees that it will secure the material supplier's consent to assign said warranties to the District. The District may, but is not obligated to, help the Design-Builder secure such consent

from any subcontractors and/or material suppliers. As part of its Proposal, each Proposer must provide copies of any major material warranties to the District (e.g., for sheet piling and other large purchases), as well as warranties for the RFP Work.

13. 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.

14. 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.

15. PROPOSAL GUARANTY. A certified or cashier's check on any national or state bank, or a proposal bond, in the amount of \$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 fifty (150) days after the due date for the Proposals.

16. SUBMISSION OF PROPOSALS. Each Proposer shall submit one (1) original copy and one (1) electronic copy of a completed Project Manual, including any Addenda thereto, at the time and to the addresses 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 REQUEST FOR PROPOSALS – DESIGN-BUILD OF MASTER SEAWALL PROJECT, SECTION II (13,550 LF)."

17. 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.

18. 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 fifty (150) days from the due date for the Proposals.

Acknowledgments

19. SITE INSPECTIONS & CONDITIONS. Please contact the District Engineer, using the information herein, to schedule an RFP Work site visit. Proposers should inform District Engineer in writing prior to conducting any explorations, investigations, tests, and studies of the RFP Work site, and shall be responsible for filling all holes and restoring the site to its former condition upon completion of such activities. Unless special arrangements are otherwise made between the Proposer and private property owners, all explorations, investigations, tests, and studies shall be limited to RFP Work site areas only. As used in this RFP, the term “RFP Work site” shall be construed to include only those areas within the community to which the District has legal access.

By submitting its Proposal, the Proposer acknowledges that they have visited the RFP Work 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 RFP Work 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 RFP Work 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 RFP Work site conditions.

The Proposer may be able to utilize a “templating” installation in areas where installing sheet piling may prove difficult due to hard soil conditions, provided that the Proposer must either (i) recertify any previously developed templating installation process belonging to an already existing solution; or (ii) have its engineer develop such templating installation process. If included as part of the Design-Build Proposal, each Proposer should include templating as a unit cost for the RFP Work, provided however that the ability of a Proposer to use templating at any particular location will be in the discretion of the District Engineer. Refer to the Design Criteria Package and the Specifications for Master Project for more detail.

The District does have available for the Proposer’s review certain reports regarding subsurface conditions. Such information is available as part of the Project Manual, and was prepared by third parties. Accordingly, the District is providing the reports and drawings for informational purposes only, and the District cannot guarantee the quantity, quality, completeness, accuracy or availability of the information provided therein. Instead, it is incumbent on each Proposer to obtain whatever information the Proposer needs to complete its Proposal. Further, Proposer is responsible for any interpretation or conclusion Proposer draws from any “technical data” or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

20. 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, 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 Design-Builder is required to perform all testing and retesting, if necessary, and as required by the State of Florida, Hillsborough County, the Southwest Florida Water Management District and all other regulatory agencies prior to accepting the RFP Work. The entire RFP Work site, to which the District already has legal access, is available to any Proposer for surface or subsurface investigation, upon request of the District.
- C. The Proposer is responsible for inspecting the entire RFP Work 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 Design-Builder shall be responsible for coordinating the work necessary to complete and obtain all final approvals and acceptances.
- E. The Design-Builder 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 Design-Builder will be responsible for any damage that may result.
- G. The Design-Builder shall be responsible for coordinating the work necessary with all utility companies and other on-site subcontractors performing work for the District and others on the RFP Work site. The Design-Builder shall be responsible for locating, removing and relocating utilities, both aerial and underground, as 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 Design-Builder shall be responsible for all costs associated with traffic control and maintenance during the RFP Work.

- I. The Design-Builder 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, including mangroves, must be protected and replaced to the extent damaged by the RFP Work.
- K. Design-Builder shall provide turbidity barriers throughout the RFP Work site to ensure compliance with all National Pollution Discharge Elimination System (“**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 Design-Builder 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 Design-Builder.
- N. All materials and services provided for by the Design-Builder 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.

Permits

21. PERMITS. The District has already secured certain permits for the Project:

NUMBER	AGENCY	ISSUED	EXPIRATION	TYPE
STATE				
708627	Southwest Florida Water Management District (SWFWMD)	6/25/2015	N/A	ERP Exemption
LOCAL MASTER PERMIT				
58692	Hillsborough County Environmental Protection Commission (HCEPC)	8/25/2015	10/13/2020	Minor Works [3300.87**]
58694	HCEPC	8/25/2015	10/13/2020	Minor Works [4124.7**]

58699	HCEPC	8/25/2015	10/13/2020	Minor Works [4886.83**]
58700	HCEPC	8/25/2015	10/13/2020	Minor Works [2533.93**]
58701	HCEPC	8/25/2015	10/13/2020	Minor Works [4223.52**]
58702	HCEPC	8/25/2015	10/13/2020	Minor Works [2234.92**]
58721	HCEPC	8/25/2015	10/13/2020	Minor Works [1302.58**]
58722	HCEPC	8/25/2015	10/13/2020	Minor Works [5471.85**]
58723	HCEPC	8/25/2015	10/13/2020	Minor Works [3499.6**]
58724	HCEPC	8/25/2015	10/13/2020	Minor Works [8771.54**]
FEDERAL MASTER PERMIT				
SAJ-1998-03785 (SP-LDD)	U.S. Army Corps of Engineers (Corps)	10/13/2015	10/13/2020	Construction (Seawall Repair)

*** Feet of seawall to be repaired/replaced.*

Depending on Design-Builder's proposed solution(s), the District anticipates that, to construct the RFP Work, Design-Builder may need to seek and obtain modification of some or all of the above-identified permits, and/or may need to seek and obtain new, additional, or different permits from County, state, and/or federal governmental agencies with jurisdiction. Design-Builder shall be responsible for obtaining and paying for all required permits, licenses, certificates of occupancy, and approvals of governmental agencies with jurisdiction over the RFP Work. The District will cooperate with the Design-Builder's permitting efforts. Moreover, Design-Builder shall be responsible for identifying and complying with all applicable regulatory requirements.

Please note that the District may be in the process of seeking extension, renewal, and/or modification(s) of some of the above-identified permits at the time the Project Manual is distributed. The District will provide further information regarding existing permits and/or authorizations upon request. The District anticipates that the following permit(s) will also be required for the RFP Work:

- Generic Permit for Stormwater Discharge from Large and Small Construction Activities ("CGP") (62-621.300(4)(a), Florida Administrative Code)

The Design-Builder shall be responsible for obtaining the CGP prior to commencing construction, at its own expense, to authorize stormwater discharges associated with construction activities and uncontaminated produced groundwater discharges associated with dewatering

operations. The Design-Builder shall file a Notice of Intent (NOI) (DEP Form 62-621.300(4)(b)) to use the CGP with the Florida Department of Environmental Protection (“DEP”) via its online portal, <http://www.fldepportal.com/go/>, at least two (2) days prior to commencing construction activities. In the event any discharge associated with the construction activities does not qualify for use of the CGP, the Design-Builder shall be required to obtain a separate NPDES permit for that discharge from the DEP prior to commencing construction, at its own expense.

The Design-Builder shall comply with all conditions and requirements of all permits and approvals issued for the RFP Work, including the HCEPC permits and Corps permit listed above (to the extent applicable based upon Design-Builder’s proposed solution(s)) and the CGP, including **but not limited to** inspections of site conditions and construction activities, construction in conformity with design plans and specifications, maintenance of records, preparation and adherence to a Stormwater Pollution Prevention Plan (SPPP) and implementation of Best Management Practices (BMPs). Refer to the permits for the complete requirements. Within 14 calendar days after the RFP Work site has achieved final stabilization and all discharges authorized by the CGP are eliminated or are authorized under a separate NPDES permit, the Design-Builder must submit a completed Notice of Termination (NOT) form (DEP Form 62-621.300(6)) through DEP’s online portal, <http://www.fldepportal.com/go/>. The Design-Builder will also be responsible for notifying Hillsborough County, the Corps, and/or other agencies of completion of construction activities pursuant to the terms of their respective permits.

The Design-Builder shall adhere at all times to the permits and to all applicable County, state and federal rules and regulations. The Design-Builder shall monitor and keep the construction area in compliance with all Environmental Protection Agency (EPA), SWFWMD, DEP, Corps, and Hillsborough County latest rules and regulations. Any fines levied shall be paid by Design-Builder.

Furthermore, the Design-Builder shall provide all signage required by permits and governmental authorities.

Receipt of all final approvals and operating permits from all applicable regulatory authorities is a requirement for final payment.

Direct Purchasing

22. 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 and other agreements, shall

ensure that such agreements are assignable for the purposes of direct purchasing. The Design-Builder's warranties and performance bonds shall extend to cover all direct purchased materials, as though Design-Builder had selected and purchased the materials itself.

Contract Award & Protests

23. 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 significant 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 Board intends to appoint itself to evaluate the Proposals, with advice from the Design Criteria Professional and/or the District Engineer, as applicable; provided, however, that the Board reserves the right to appoint a committee, which may include non-Board members, to evaluate the Proposals and report to the Board. The Board shall select no fewer than three (3) Design-Build firms as the most qualified. However, if fewer than three (3) proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. The Board 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.

The Board shall negotiate a contract with the Proposer ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive, and reasonable. Should the Board be unable to negotiate a satisfactory contract with the Proposer considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that Proposer shall be terminated. The Board shall then undertake negotiations with the second most qualified Proposer, based on the ranking by the evaluation standards. Failing accord with the second most qualified Proposer, the Board must terminate negotiations. The Board shall then undertake negotiations with the third most qualified Proposer. Should the Board be unable to negotiate a satisfactory contract with any of the selected Proposers, the Board shall select additional Proposers in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of Proposers is exhausted.

24. 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 RFP Work 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.

25. CONTRACT AWARD. Within fourteen (14) 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 RFP Work 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. Following the Notice of Award, Design-Builder will arrange an initial conference attended by the District and Design-Builder and others as appropriate in accordance with Section 2.06 of the General Conditions.

26. PAYMENT & PERFORMANCE BOND. At the time the contract is executed, the Design-Builder will be required to furnish a payment and performance bond for one hundred percent (100%) of the amount of the RFP 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.

27. CROSS INDEMNIFICATIONS.

- A. To the fullest extent permitted by law, Proposer shall indemnify and hold harmless the District, the District Engineer, Terrabrook Apollo Beach, LLC, Newland Real Estate Group, LLC, NASH Financing, LLC and NASH Vingt-huit, LLC, and their respective successors, assigns, members, parents, partners, subsidiaries, affiliates, lenders, managers, officers, directors, supervisors, representatives, staff, consultants, agents, contractors, subcontractors, and employees of each and any of all of the foregoing entities and individuals (together, the "Indemnitees") from all claims, damages, losses, and costs including, but not limited to, reasonable attorney's fees and costs and all fees and costs of mediation or alternative dispute resolution, but only to the extent directly caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Proposer, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed or used by any of them to perform any of the RFP Work. Additional indemnification, defense, and hold harmless obligations are as set forth in the forms of contract.
- B. To the fullest extent permitted by law, and without waiving any protections or immunities provided to Owner under Florida law, the District shall indemnify and hold harmless the Proposer, the Project Design Professional, subcontractors, suppliers, and their respective successors, assigns, members, parents, partners, subsidiaries, affiliates, lenders, managers, officers, directors, supervisors, representatives, staff, consultants, agents, contractors, subcontractors, and employees of each and any of all the foregoing entities and individuals (together, "Design-Builder Indemnitees") from all claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and costs and all fees and costs of mediation or alternative dispute resolution for any and all Upland Claims.

“Upland Claims” as used herein shall mean any and all claims of property owners requesting the District to undertake repairs to their property on account of damages believed by such property owner to be a result of the compromised seawall located along the MiraBay canal system within the RFP Work site including, but not limited to, requests made by any and all property owners to the District pursuant to any one or more of the following: (i) Harbor Bay Community Development District Property Damage Repair Request Form, (ii) Harbor Bay Community Development District Procedure for Processing Property Damage Repair Requests, or (iii) Construction Guidelines for Upland Repairs; excluding, however, claims of such property owners directly caused in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Proposer, Project Design Professional, subcontractors, suppliers, or any individual or entity directly or indirectly employed or used by any of them to perform any of the RFP Work.

- C. In the event that any indemnification, defense, or hold harmless provision of this Contract 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 or the Design-Builder Indemnitees, as the case may be.

28. 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.

29. 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* Section 119.071(c), *Florida Statutes*. 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.

30. MANDATORY AND PERMISSIVE REQUIREMENTS. The only mandatory requirements contained within the Project Manual to submit are that an interested firm must: (i) hold all required local, state and federal licenses in good standing, (ii) be authorized to do business in Hillsborough County and the State of Florida, and (iii) secure and furnish a bid bond or cashier’s check, as described herein and in the contract documents, as well as the payment and

performance bond described herein and in the contract documents, and evidence that the Proposer is able to furnish the payment and performance bond in the amount of the Proposer's total contract price. 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.

31. 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 Manager'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, 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 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. 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, THE PROPOSER AGREES THAT THE DISTRICT MAY PROCEED WITH THE RFP WORK PURSUANT TO A CONTRACT WITH THE PROPOSER SELECTED BY THE DISTRICT.

**HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS – DESIGN-BUILD OF
MASTER SEAWALL PROJECT
SECTION II (13,550 LF)**

PART I. GENERAL INFORMATION – 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 Hillsborough County and the State of Florida.

2. PROPOSAL GUARANTEE (Pass / Fail)

The Proposer provided an appropriate proposal guarantee consistent with the terms of the Project Manual.

3. PERSONNEL & EQUIPMENT (10 Points Possible)

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

4. EXPERIENCE (20 Points Possible)

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

5. UNDERSTANDING SCOPE OF WORK (15 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, demonstrated an understanding of the desire for uniformity in appearance, and identified any suggestions for “best practices” or other innovative approaches.

6. 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.

7. GUARANTEED MAXIMUM PRICE (30 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.

8. GUARANTEED SCHEDULE (15 Points Possible)

This category addresses the timeliness of the schedule, as well as the Proposer’s ability to credibly design and complete the RFP Work within the Proposer’s schedule.

100 Total Points Possible

**HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS – DESIGN-BUILD OF
MASTER SEAWALL PROJECT
SECTION II (13,550 LF)**

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. _____

1st Contact Name _____ Title _____

2nd 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 Hillsborough 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 Hillsborough County:

For each registration or license, provide the following information:

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

License No. _____ Expiration Date _____

Qualifying Individual _____ Title _____

List company(ies) currently qualified under this license _____

Is the registration or license in good standing? Yes ___ No ___

If no, please explain _____

(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
FOR PARENT COMPANY (if applicable)			

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 _____

QUANTITY	DESCRIPTION	CAPACITY	No. LOCATED IN	
			FLORIDA	OTHER

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 RFP Work, 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 TWO projects similar to the RFP Work where the manager / supervisor / key personnel was involved. Specify whether the project involved sheet piling installation, rip-rap installation, or work in environmentally sensitive areas (e.g., involving mangroves).

Project 1

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Did the Project Involve: ____ Sheet Piling? ____ Rip-Rap? ____ Mangroves?

Role of Manager / Supervisor / Key Personnel: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Project 2

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Did the Project Involve: ____ Sheet Piling? ____ Rip-Rap? ____ Mangroves?

Role of Manager / Supervisor / Key Personnel: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Project 3

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Did the Project Involve: ____ Sheet Piling? ____ Rip-Rap? ____ Mangroves?

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 RFP Work. Identify the amount of each person’s time that will be devoted to the RFP Work. (Attach additional sheets as needed.) Also, describe in the Proposer’s narrative or below how staffing levels may differ between the various components of the Design-Build Proposal.*

Staffing Role / Description of Role in RFP Work	# of Individuals	# of Total Man Hours per Month	Status of Staff with Proposer (e.g., full-time, day labor, etc.)

3. *Provide the following information for the proposed equipment that will be used for the RFP Work. (Attach additional sheets as necessary.) Also, describe in the Proposer’s narrative or below how equipment usage may differ between the various components of the Design-Build Proposal.*

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

4. Provide a list of all Engineers / Subcontractors / Suppliers that will be hired by Proposer for the RFP Work.

Name of Engineer / Subcontractor / Supplier	Contact / Phone # / E-Mail Address	Role in the RFP Work (Identify the component of the Design-Build Proposal within which the engineer/subcontractor/ supplier will be involved, if not applicable to all.)	Total Value of Goods or Services Anticipated to Be Provided

(Attach additional sheets as necessary.)

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

Name: _____

Title: _____

Contact: _____

Contact Phone/E-Mail: _____

Office Location: _____

Shipment Location (for Suppliers): _____

Years in Business: _____

Proposed Role for the RFP Work: _____

Is the Engineer/Subcontractor/Supplier registered with the State of Florida, Division of Corporations and authorized to do business in Hillsborough County and the State of Florida? Yes ___ No ___ If no, explain: _____

Does the Engineer/Subcontractor/Supplier have all applicable business licenses in good standing? Yes ___ No ___

Please list the licenses: _____

Provide the following information for at LEAST TWO projects similar to the RFP Work where the Engineer/Subcontractor/Supplier was involved:

Project 1

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Did the Project Involve: ____ Sheet Piling? ____ Rip-Rap? ____ Mangroves?

Role of Engineer/Subcontractor/Supplier: _____

Total Value of Contract to Engineer/Subcontractor/Supplier: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Project 2

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Did the Project Involve: ____ Sheet Piling? ____ Rip-Rap? ____ Mangroves?

Role of Engineer/Subcontractor/Supplier: _____

Total Value of Contract to Engineer/Subcontractor/Supplier: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Project 3

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Did the Project Involve: ____ Sheet Piling? ____ Rip-Rap? ____ Mangroves?

Role of Engineer/Subcontractor/Supplier: _____

Total Value of Contract to Engineer/Subcontractor/Supplier: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Has the Engineer/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 Engineer/Subcontractor/Supplier or any of its affiliates (parents or subsidiaries), or any of the Engineer's/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: _____

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

Has the Engineer/Subcontractor/Supplier or any of its affiliates (parents or subsidiaries), or any of the Engineer's/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:

Has the Engineer/Subcontractor/Supplier or any of its affiliates (parents or subsidiaries), or any of the Engineer's/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:

(Attach additional information regarding Engineer's/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 TWO projects similar to the RFP Work that Proposer has undertaken. For each project, provide the following information (attach additional sheets to complete). Specify whether the project involved sheet piling installation, rip-rap installation, or work in environmentally sensitive areas (e.g., with mangroves).**

Project Name/Location: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Did the Project Involve: ____ Sheet Piling? ____ Rip-Rap? ____ Mangroves?

Start Date: _____

Current Status of the Project: _____

2. ***Has the Proposer previously performed work for a community development district or other public entity? 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: _____

Did the Project Involve: ____ Sheet Piling? ____ Rip-Rap? ____ Mangroves?

Start Date: _____

Current Status of the Project: _____

Website Evidencing RFP / Bid / Award / Completion 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 engineers, subcontractors, or materialmen, ever previously conducted work, or provided materials for work, in Mirabay, whether as a contractor, subcontractor, materialman or in some other capacity? Please describe who and in what capacity, and when:*

**PROPOSAL FORM, PART 3 – (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. Design-Builder 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.

OWNER, LOCATION AND DESCRIPTION OF PROJECT	CURRENT CONTRACT AMOUNT AS PRIME	CURRENT CONTRACT AMOUNT AS SUBCONTRACTOR	CURRENT AMOUNT SUBJECT TO OTHERS	PROPOSER’S UNCOMPLETED AMOUNT AS OF THIS DATE		COMPLETION DATE		
				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 3 – (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 ¹	CLASSIFICATION OF WORK PERFORMED	YEAR STARTED/ COMPLETED	OWNER NAME/ LOCATION ²	NAME & PHONE NUMBER OF OWNER’S REPRESENTATIVE FOR THE LISTED PROJECT ³

¹ ‘Prime or Sub’ should indicate whether Proposer performed the work as a prime contractor/design-builder or as a subcontractor.
² ‘Owner Name/ Location’ should indicate the Owner of the project if the Proposer performed the work as a prime contractor/design-builder or the general contractor if the Proposer performed the work as a subcontractor.
³ ‘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.

**HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS – DESIGN-BUILD OF
MASTER SEAWALL PROJECT
SECTION II (13,550 LF)**

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
2017			
2016			
2015			
2014			
2013			

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: _____

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

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:*

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:*

6. *What are 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? YES / NO
(List items on separate page)

_____ \$ _____
(Other)

_____ \$ _____
(Other)

(Attach a copy of a current insurance certificate evidencing the Design-Builder'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 _____

**HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS – DESIGN-BUILD OF
MASTER SEAWALL PROJECT
SECTION II (13,550 LF)**

PART II. PROPOSAL FORM – (E) PRICING

Guaranteed Maximum Price (Section II (13,550 LF)):

\$ _____ **Total**

Or

\$ _____ **/LF**

Prices shall include all costs necessary for completing all required work in strict accordance with the requirements specified in the Package. These prices shall be guaranteed maximum prices.

Prices for this section shall be supplemented with a Preliminary Schedule of Pay Items. The Preliminary Schedule of Pay Items shall include corresponding unit price estimates to be utilized after Award to negotiate a program of progress payments. (See attached example Preliminary Schedule of Pay Items for reference).

Design-Builder's Authorized Representative	Date

EXAMPLE OF PRELIMINARY SCHEDULE OF PAY ITEMS

Below is an example sheet with a sample preliminary schedule of pay items. Items, quantities, and prices are preliminary estimates only and not considered final. Preliminary schedules of pay items are intended for use after Award to negotiate a program of progress payments. The schedules shall be prepared with items associated with the solutions presented in the Design-Build proposal. The pay items listed below are examples only. Each schedule should be tailored as necessary.

EXAMPLE OF SCHEDULE OF PAY ITEMS				
SECTION II				
Pay Item Description	Quantity	Unit	Unit Price	Total
Mobilization	1	LS		
Engineering	1	LS		
Surveying	1	LS		
Permitting	1	LS		
Quality Control	1	LS		
Miscellaneous Utility Repairs	1	LS		
Reinforced Concrete		CY		
Sheet Pile		LF		
Tie Back		EA		
Rip-Rap		TON		
Floating Turbidity Barrier		LF		
Landscaping (Behind Wall)		SF		
Dock Restoration		EA		
Timber Pile With Canal Warning Marker		EA		
Drainage System		LF		
Grand Total for Section II				

**HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS – DESIGN-BUILD OF
MASTER SEAWALL PROJECT
SECTION II (13,550 LF)**

PART II. PROPOSAL FORM – (F) GUARANTEED SCHEDULE

Proposers should provide detailed schedules for the Design-Build Proposal. Each schedule should show completion of the applicable components of Section II of the Project. For example, the schedule should show (a) the design completion date, (b) the mobilization date, (c) the dates for completion of components for Section II; and (d) the dates for installation of fill, planting of mangroves, and drainage work within Section II, etc.

Proposers should further describe how they intend to use their personnel and equipment in order to timely meet the schedules.

**HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS – DESIGN-BUILD OF
MASTER SEAWALL PROJECT
SECTION II (13,550 LF)**

PART II. PROPOSAL FORM – (G) LEGAL CONCERNS

- 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: _____

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

- 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: _____

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

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: _____

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

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 compan(ies) _____

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:

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.*

**HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS – DESIGN-BUILD OF
MASTER SEAWALL PROJECT
SECTION II (13,550 LF)**

**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 Harbor Bay 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 Section 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 Section 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 Section 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 Section 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 DESIGN-BUILDER/CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE ENGINEERS/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 AN ENGINEER/SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE DESIGN-BUILDER/CONTRACTOR/VENDOR SHALL SUBSTITUTE THE ENGINEER/SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE DESIGN-BUILDER/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 _____, 2018.

(Corporate Seal, if applicable)

(Name of Proposer)

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me this ____ day of _____, 2018, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

**HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS – DESIGN-BUILD OF
MASTER SEAWALL PROJECT
SECTION II (13,550 LF)**

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), *FLORIDA STATUTES*, REGARDING
SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES
WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST**

1. This sworn statement is submitted to Harbor Bay Community Development District

by _____
(print individual's name and title)

for _____
(print name of entity 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 with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, *Florida Statutes*, 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 Harbor Bay Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
4. If awarded the contract, the entity will immediately notify the Harbor Bay Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

The foregoing SWORN STATEMENT PURSUANT TO SECTION 287.135(5), *FLORIDA STATUTES*, is dated this _____ day of _____, 2018.

(Corporate Seal, if applicable)

(Name of Proposer)

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me this ____ day of _____, 2018, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

**HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS – DESIGN-BUILD OF
MASTER SEAWALL PROJECT
SECTION II (13,550 LF)**

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 Harbor Bay Community Development District (“**District**”) Request for Proposals - Design-Build of Master Seawall Project, Section II (13,550 LF). 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 fifty (150) 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:

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 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, THE PROPOSER AGREES THAT THE DISTRICT MAY IMMEDIATELY PROCEED WITH THE RFP WORK 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 _____, 2018.

(Corporate Seal, if applicable)

(Name of Proposer)

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me this ____ day of _____, 2018, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT: Attach Proof of Authorization to Sign