

PROJECT MANUAL

**REQUEST FOR PROPOSALS FOR
SECOND INTERIM REPAIRS**

***HARBOR BAY
COMMUNITY DEVELOPMENT DISTRICT***

September, 2016

**HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR SECOND INTERIM REPAIRS**

TABLE OF CONTENTS

- I. General Information
 - a. Notice of Request for Proposals
 - b. Instructions to Proposers
 - c. Evaluation Criteria

- II. Proposal Form
 - a. General Information
 - b. Personnel & Equipment
 - c. Experience
 - d. Financial Capacity
 - e. Pricing
 - f. Schedule
 - g. Legal Concerns
 - i. Sworn Statement on Public Entity Crimes
 - ii. Sworn Statement Regarding Scrutinized Companies
 - h. Affidavit Regarding Proposal

- III. Form of Agreement
 - a. Standard Form of Agreement
 - b. General Conditions
 - c. Supplementary Conditions
 - d. Performance Bond
 - e. Payment Bond

- IV. Technical Documents
 - a. Map of Project
 - b. Scope of Work
 - c. Specifications for Sheet Piling
 - d. Specifications for Second Interim Repairs
 - e. Subsurface Reports

**HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR SECOND INTERIM REPAIRS
AND NOTICE OF PUBLIC MEETING TO OPEN PROPOSALS**

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 second interim repairs, which consist of stormwater and retaining wall stabilization work within the District (“**Project**”), as more particularly described in the project manual (“**Project Manual**”) and in accordance with the plans and specifications prepared by Langan Engineering and Environmental Services, Inc. (“**Project Engineer**”). The District is a special purpose unit of local government established under Chapter 190 of the 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 repairs due to certain prior construction defects. Toward that end, the District is seeking proposals from qualified firms to repair portions of the 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 PROJECT.**

The Project Manual, consisting of the instructions to proposers, contract, proposal form, and other materials, will be available for download from <http://harborbaycdd.org/projects/procurements/> and are expected to be available beginning **September 19, 2016 at 5:00 p.m.** The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the bid opening, and to provide notice of such changes only to those proposers who have indicated their intent to bid by attending the pre-proposal conference (described herein) and registering at that meeting, or by making such a request in writing to the District’s Manager at mhuber@rizzetta.com.

There will be a **pre-proposal conference** at the offices of Scarola Associates Engineering Design and Land Consultants, P.A., 6505 Surfside Boulevard, Apollo Beach, Florida 33572 (or at an alternative location to be determined and announced), on **September 28, 2016 at 10:30 a.m.** Attendance at the pre-proposal conference is not mandatory, but is strongly encouraged.

Firms desiring to provide services for this Project must submit one (1) original and one (1) electronic copy (PDF format on a USB flash drive) of the required proposal no later than **12:00 p.m. (EST), October 17, 2016** at the Offices of Rizzetta & Company, Inc., 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625 (“**District Manager’s Office**”). Additionally, each proposer shall supply a bid bond or cashier’s check made payable to the District and in the amount of \$50,000 with its proposal. Proposals shall be in the form provided in the Project Manual and submitted in a sealed envelope, marked with a notation “RESPONSE TO PROPOSAL FOR HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT SECOND INTERIM REPAIRS.” The District reserves the right to return unopened to the proposer any proposals received after the time and date stipulated above. Each proposal shall remain binding for a minimum of one hundred twenty (120) days after the proposal opening.

Proposals will be evaluated in accordance with the criteria included in the Project Manual. **The District reserves the right to reject any and all proposals, make modifications to the work, award the**

contract in whole or in part with or without cause, and waive minor or technical irregularities in any proposal, as it deems appropriate, and if the District determines in its discretion that it is in the District's best interests to do so. Any protest of the Project Manual, including, but not limited to the terms and specifications, must be filed with the District within 72 hours of pickup of the Project Manual, together with a protest bond in a form acceptable to the District and in the amount of \$50,000. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. Failure to timely file a protest, or failure to timely post a protest bond, will result in a waiver of proceedings under Chapter 190, Florida Statutes, and other law. Additional requirements for filing a protest can be found in the District's Rules of Procedure, which are available upon request.

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

NOTICE OF SPECIAL MEETING TO OPEN PROPOSALS

Pursuant to Section 255.0518, Florida Statutes, the proposals will be publicly opened at a special meeting of the District to be held at **12:00 p.m. (EST), October 17, 2016** and at the District Manager's Office. The purpose of the special meeting will be to announce the names of the proposers and pricing. No decisions of the District's Board of Supervisors will be made at that time. A copy of the agenda for the meeting can be obtained from the District Office at 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 or by phone at 813-933-5571.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor or staff member can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 933-5571, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Any and all questions relative to this Request for Proposals, the Project or the special meeting shall be directed in writing by e-mail only to John Magnavita, at jmagnavita@Langan.com, with e-mail copies to Matthew Huber, District Manager, at mhuber@rizzetta.com, and Jere Earlywine, District Counsel, at jeree@hgslaw.com. No phone inquiries please.

Matthew Huber
District Manager
Harbor Bay Community Development District

**HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR SECOND INTERIM REPAIRS
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 \$50,000, 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 its second interim repairs, which consist of stormwater and retaining wall stabilization work within the District (“**Project**”). The District is a special purpose unit of local government established under Chapter 190 of the 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, 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. When it became apparent that the retaining wall was failing, the District filed a lawsuit against the District’s primary contractor and numerous other defendants raising various claims involving the design and construction of the retaining wall. In July 2013, a settlement agreement was reached whereby the District recovered approximately \$8.3 million from the defendants.

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/seawall-project/>.

The District then retained Langan Engineering & Environmental Services, Inc. (“**Langan**” or “**Project Engineer**”) to conduct a peer review of the Pilot Project Report and to serve as the District’s primary structural engineer for the final construction design and administration of the Project. The Project Engineer’s analysis of the pilot project, based on a number of criteria, is available in a Peer Review Report at <http://harborbaycdd.org/projects/seawall-project/>.

In the fall of 2015 and through the current date, the District has conducted certain emergency and interim repair work to repair portions of the retaining wall. Certain of that work may be ongoing at the time of this RFP. The instant RFP is for the “**Second Interim Repairs**,” which will consist of installing what is known as the “**New Wall Repair**” for certain lots within the community.

The New Wall Repair 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. Please refer to the Specifications for Second Interim Repairs, included with this Project Manual, to understand specifically what work is included with this RFP.

TIME IS OF THE ESSENCE WITH RESPECT TO THE PROJECT. Each Proposer should provide detailed construction schedules for the Second Interim Repairs, and detail how the Proposer intends to use its equipment and personnel to meet that schedule.

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

2. DUE DATE. Sealed Proposals, including one (1) original and one (1) electronic copy (PDF format on a USB flash drive), must be received no later than **12:00 p.m., October 17, 2016** at the Offices of Rizzetta & Company, Inc., 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625 (“**District Manager’s Office**”), attention Matthew Huber. 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
September 16, 2016	RFP Notice is issued.
September 19, 2016, 5:00 p.m.	RFP package available for download.

September 21 through October 12	Site inspections available.
September 28, 2016, 10:30 a.m.	Pre-proposal conference.
October 13, 2016, 5:00 p.m.	Deadline for questions.
October 17, 2016, 12:00 p.m.	Proposals submittal deadline.

4. PRE-PROPOSAL CONFERENCE. A pre-proposal conference will be held regarding the Project on **September 28, 2016, at 10:30 a.m.** at the offices of Scarola Associates Engineering Design and Land Consultants, P.A., 6505 Surfside Boulevard, Apollo Beach, Florida 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 John Magnavita, at jmagnavita@Langan.com, with e-mail copies to Matthew Huber, District Manager, mhuber@rizzetta.com, and Jere Earlywine, District Counsel, at jeree@hgslaw.com. No phone inquiries please. All questions must be received no later than **5:00 p.m. on October 13, 2016** 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 who have either (i) registered at the pre-proposal meeting, or (ii) expressed their intent to bid by submitting a written request to participate as a Proposer to the District Manager, at mhuber@rizzetta.com. **The failure to register at the pre-proposal meeting, or to make a written request to participate may result in a Proposer being disqualified.**

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

Completing the Proposal

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

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

1. For suppliers, identify also the location where the goods will be produced and shipped.
 - iv. At least three references, including identifying the name, address and phone number for the reference.
 - v. For all major subcontractors / suppliers, information regarding the financial capability of the subcontractor / supplier.
5. Describe how the proposed staffing and equipment will be used in order to meet the construction schedule, as proposed by Proposer.
 6. Describe at least three projects of similar size and scope to the Project that Proposer has undertaken.
 7. Describe previous or currently contracted work with other community development districts.

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 NEW WALL REPAIR METHOD (OR EQUIVALENT REPAIRS). ADDITIONALLY, EACH PROPOSER SHALL PROVIDE SPECIFIC INFORMATION REGARDING THE PROPOSER'S EXPERIENCE RELATING TO THE NEW WALL REPAIR METHOD (OR EQUIVALENT REPAIRS), 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. Pricing for all repair work, with unit pricing.
- F. Detailed construction schedules for all repair work, as well as descriptions of how the Proposer intends to use its equipment and personnel to meet those schedules.
- G. Proposed insurance and bonding levels, above and beyond the minimum proposed under the forms of contract. Include Certificate of Insurance and proof that the Proposer is able to obtain payment and performance bonds for 100% of the amount of the Project.

- H. Copies of all major material warranties (e.g., for 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.

9. 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.

10. 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 Project Engineer, Terrabrook Apollo Beach, LLC, Newland Real Estate Group, LLC, NASH Financing, LLC and NASH Vingt-huit, LLC, and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, consultants, agents, subcontractors and employees. **PROPOSERS ARE ENCOURAGED TO PROVIDE INSURANCE AMOUNTS HIGHER THAN WHAT IS CALLED FOR IN THE MINIMUM REQUIREMENTS.** Proposers who are unable to meet the insurance requirements set forth in the form of contract may still apply, but the failure to meet such requirements may result in the District's rejection of the Proposal or deductions in scoring.

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

12. 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.

13. 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.

14. PROPOSAL GUARANTY. A certified or cashier's check on any national or state bank, or a proposal bond, in the amount of \$50,000, and payable to the District, must accompany each Proposal as a guarantee that the Proposer will promptly enter into an agreement to do the work following award of the contract. The proposal guaranty shall be submitted with the understanding that the Proposer will not withdraw its Proposal for a period of one hundred twenty (120) days after the due date for the Proposals.

15. SUBMISSION OF PROPOSALS. Submit one original and one (1) electronic copy (PDF format on a USB flash drive) of a completed Project Manual, including any Addenda thereto, at the time and place indicated herein. Such Proposal shall be enclosed in an opaque, sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation, "RESPONSE TO PROPOSAL FOR HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT SECOND INTERIM REPAIRS."

16. 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.

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

Acknowledgments

18. SITE INSPECTIONS & CONDITIONS. Proposers may, and should, visit the project site from **September 21, 2016 through October 12, 2016**. Please contact the Project Engineer, using the information herein, to schedule a site visit. Proposers should inform Project Engineer in writing prior to conducting any explorations, investigations, tests, and studies of the site, and shall be responsible for filling all holes and restoring the site to its former condition upon completion of such activities.

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

In areas where installing sheet piling may prove difficult due to hard soil conditions, the Project Engineer has authorized the use of a “templating” installation process. Each Proposer should include templating as a unit cost for the Project, provided however that the ability of a Proposer to use templating at any particular location will be in the discretion of the Project Engineer. Refer to the specifications 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.

19. 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 Contractor 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 Project acceptance. The entire site is available to any Proposer for surface or subsurface investigation, upon request of the District.

- C. The Proposer is responsible for inspecting the entire site prior to submitting a Proposal and notifying the District and/or its designee of discrepancies in the Project Manual that may affect the construction and its costs, timing, etc.
- D. The Contractor shall be responsible for coordinating the work necessary to complete and obtain all final approvals and acceptances.
- E. The Contractor shall complete the work herein defined and detailed in a professional and workmanlike manner typical of the industry. There shall be no sections or parts missing. Furthermore, each portion of the work shall be complete and able to function for its intended use. The work must be continuous unless otherwise directed by the District. The work, including punch list items, must be acceptable to and accepted by applicable regulatory authorities.
- F. All storm drainage must be maintained to each property adjacent to the Project during construction. If this does not occur, the Contractor will be responsible for any damage that may result.
- G. The Contractor shall be responsible for coordinating the work necessary with all utility companies and other on-site contractors or subcontractors performing work for the District and others on site. The Contractor shall be responsible for locating, removing and relocating utilities, both aerial and underground, 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 Contractor shall be responsible for all costs associated with traffic control and maintenance during the Project.
- I. The Contractor shall work with the District to identify an acceptable staging area or areas, but will be required to control and protect such area(s) with fencing and other means.
- J. All existing trees, sod, irrigation and other landscaping, including mangroves, must be protected and replaced to the extent damaged by the Project.
- K. Contractor shall provide turbidity barriers throughout the Project to ensure compliance with all NPDES and other legal requirements.
- L. The Proposer's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished to the successful Contractor is for illustrative purposes only. The District and/or its designee do not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities or of the character, location of the work or other conditions pertaining thereto. The Proposer shall be solely responsible for computing quantities for the preparation of its Proposal and the execution of the work.

- M. All necessary survey work must be provided by the Contractor.
- N. All materials and services provided for by the contractor shall be performed in strict compliance with all applicable governmental regulations, permits required, 2010 American with Disabilities Act (“ADA”) Accessibility Guidelines, and local, state and federal laws.

Permits

18. 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	8/31/2017	Minor Works [3300.87*]
58694	HCEPC	8/25/2015	8/31/2017	Minor Works [4124.7*]
58699	HCEPC	8/25/2015	8/31/2017	Minor Works [4886.83*]
58700	HCEPC	8/25/2015	8/31/2017	Minor Works [2533.93*]
58701	HCEPC	8/25/2015	8/31/2017	Minor Works [4223.52*]
58702	HCEPC	8/25/2015	8/31/2017	Minor Works [2234.92*]
58721	HCEPC	8/25/2015	8/31/2017	Minor Works [1302.58*]
58722	HCEPC	8/25/2015	8/31/2017	Minor Works [5471.85*]
58723	HCEPC	8/25/2015	8/31/2017	Minor Works [3499.6*]
58724	HCEPC	8/25/2015	8/31/2017	Minor Works [8771.54*]
FEDERAL MASTER PERMIT				
SAJ-1998-	U.S. Army Corps of	10/13/2015	10/13/2020	Construction

03785 (SP-LDD)	Engineers (Corps)		(Seawall Repair)
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The District anticipates that the following permit(s) will also be required for the Project:

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

The Contractor 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 Contractor 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 Contractor shall be required to obtain a separate National Pollution Discharge Elimination System (“NPDES”) permit for that discharge from the DEP prior to commencing construction, at its own expense.

The Contractor shall comply with all conditions and requirements of all permits and approvals issued for the Project, including the HCEPC permits and Corps permit listed above 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 site has achieved final stabilization and all discharges authorized by the CGP are eliminated or are authorized under a separate NPDES permit, the Contractor 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 Contractor will also be responsible for notifying Hillsborough County and the Corps of completion of construction activities pursuant to the terms of their respective permits.

The Contractor shall adhere at all times to the permits and to all applicable County, state and federal rules and regulations. The Contractor 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 Contractor.

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

Direct Purchasing

19. OWNER DIRECT PURCHASES. The District reserves the right to require the selected Proposer to assign some, or all, of its subcontracts or other agreements with material suppliers directly to the District. This saves the amount of the sales tax, when the District

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

Contract Award & Protests

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

The District's Board intends to appoint itself to evaluate the Proposals, with advice from the Project Engineer. The District's Board Supervisors shall review and evaluate the bids in their individual discretion, and make any final determination with respect to the award of a final contract that is in the best interests of the District. Chapter 112 of the 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.

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

22. 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 Project shall exist between the District and any Proposer until the contract is signed, and any work provided and any cost

incurred by the Proposer prior to receiving the Notice of Award, an executed contract, and the Notice to Proceed will be at the Proposer's risk unless specifically agreed to in writing by the District.

23. PAYMENT & PERFORMANCE BOND. At the time the contract is executed, the Contractor will be required to furnish a payment and performance bond for one hundred percent (100%) of the amount of the work, with a surety acceptable to the District, and in accordance with section 255.05, Florida Statutes. As part of the Proposal, Proposer shall provide evidence showing that Proposer is able to furnish a bond in the amount of the Proposer's total contract price.

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

25. 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.

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

damages, losses and costs, including, but not limited to, reasonable attorney's fees, relating to the claim.

27. MANDATORY AND PERMISSIVE REQUIREMENTS. The only mandatory requirements contained within the Project Manual are that: (i) an interested firm must hold all required local, state and federal licenses in good standing, and (ii) be authorized to do business in Hillsborough County and the State of Florida. 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.

28. 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 \$50,000. 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 PROJECT PURSUANT TO A CONTRACT WITH THE PROPOSER SELECTED BY THE DISTRICT.

**HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR SECOND INTERIM REPAIRS
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 project manager and other specifically trained individuals who will manage the Project; present ability to staff, equip and manage the Project; proposed staffing levels; proposed equipment; capability of performing the work; geographic location; inventory of all equipment; etc.

4. EXPERIENCE (20 Points Possible)

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

5. UNDERSTANDING SCOPE OF WORK (20 Points Possible)

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

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. PRICE (25 Points Possible)

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

8. SCHEDULE (15 Points Possible)

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

100 Total Points Possible

**HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR SECOND INTERIM REPAIRS
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

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

Name: _____

Title: _____

Office Location: _____

Corporation Responsibilities: _____

Years in Current Position: _____

Proposed Role for the Project: _____

% of Time to Be Devoted to Project: _____

Provide the following information for at LEAST THREE projects similar to the Project where the manager / supervisor / key personnel was involved. Specify whether the Project involved sheet piling installation.

Project 1

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Did the Project involve Sheet Piling? _____

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? _____

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? _____

Role of Manager / Supervisor / Key Personnel: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

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

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

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

(Attach additional sheets as necessary.)

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

Name: _____

Title: _____

Contact: _____

Contact Phone/E-Mail: _____

Office Location: _____

Shipment Location (for Suppliers): _____

Years in Business: _____

Proposed Role for the Project: _____

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

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

Yes ___ No ___

Please list the licenses: _____

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

Project 1

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Did the Project involve Sheet Piling? _____

Role of Subcontractor/Supplier: _____

Total Value of Contract to Subcontractor/Supplier: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Project 2

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Did the Project involve Sheet Piling? _____

Role of Subcontractor/Supplier: _____

Total Value of Contract to Subcontractor/Supplier: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Project 3

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Did the Project involve Sheet Piling? _____

Role of Subcontractor/Supplier: _____

Total Value of Contract to Subcontractor/Supplier: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

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

Reference Contact: _____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

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

Identify the Case # and Tribunal: _____

Describe the Nature of the Action: _____

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

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

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

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

PART II. PROPOSAL FORM – (C) EXPERIENCE

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

Project Name/Location: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Did the Project involve Sheet Piling? _____

Start Date: _____

Current Status of the Project: _____

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

Project Name/Location: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Did the Project involve Sheet Piling? _____

Start Date: _____

Current Status of the Project: _____

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

Reference Contact: _____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Start Date: _____

Reason: _____

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

Reference Contact: _____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Start Date: _____

Reason: _____

**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. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

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				\$	\$			

**HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR SECOND INTERIM REPAIRS
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
2015			
2014			
2013			
2012			
2011			

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?
(List items on separate page) YES / NO

(Other) \$ _____

(Other) \$ _____

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

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

Name of Proposer's Bonding Company _____

Address _____

Approved Bonding Capacities:

Aggregate Limit \$ _____

Single Project Limit \$ _____

Total Current Contracts Bonded \$ _____

Name of Proposer's Bonding Agency _____

Address _____

Contact Name _____ Telephone _____

**HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR SECOND INTERIM REPAIRS
PART II. PROPOSAL FORM – (E) PRICING**

[TO BE COMPLETED]

**HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR SECOND INTERIM REPAIRS
PART II. PROPOSAL FORM – (F) SCHEDULE**

Proposers should provide a detailed construction schedule for all repair work. The schedule should show completion of the applicable components of the Project. For example, the schedule should show at a minimum the mobilization date, the dates for completion of components such as sheet pile installation, cap pouring, installation of drainage, completion of swale, yard and dock restoration work, etc.

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

**HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR SECOND INTERIM REPAIRS
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 FOR SECOND INTERIM REPAIRS**

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

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

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

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

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers

directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

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

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

Dated this _____ day of _____, 2016.

(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 _____, 2016, 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 FOR SECOND INTERIM REPAIRS**

**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) is dated this _____ day of _____, 2016.

(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 _____, 2016, 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 FOR SECOND INTERIM REPAIRS
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 Request for Proposals for Second Interim Repairs. 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 _____

Pricing & Non-Collusion

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

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

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

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

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

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 Harbor Bay Community Development District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

10. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual, including but not limited to the forms of contract; (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the notice, the Proposal instructions, the proposal forms, the contract form, the scope of work, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual; (v) the Proposer certifies that he or she has carefully examined the project site, made his/her own measurements and calculations and prepared and checked the foregoing Proposal after the same was completed and has verified every item placed thereon; and (vi) REGARDLESS OF WHETHER A PROTEST OF ANY KIND IS FILED, AND IN ORDER TO AVOID AN IMMEDIATE DANGER TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY, THE PROPOSER AGREES THAT THE DISTRICT MAY IMMEDIATELY PROCEED WITH THE PROJECT PURSUANT TO A CONTRACT WITH THE PROPOSER SELECTED BY THE DISTRICT.

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

Dated this _____ day of _____, 2016.

(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 _____, 2016, 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