

**SAMPSON CREEK**  
**COMMUNITY**  
**DEVELOPMENT DISTRICT**

**2017 CAPITAL PROJECTS  
REQUEST FOR PROPOSALS**

**PROJECT MANUAL  
ISSUE DATE: January \_\_, 2017**

**DISTRICT MANAGEMENT:** GOVERNMENTAL MANAGEMENT SERVICES, LLC  
ATTN: JAMES OLIVER, DISTRICT MANAGER  
475 WEST TOWN PLACE, SUITE 114  
ST. AUGUSTINE, FLORIDA 32092

**DISTRICT ARCHITECT:** BASHAM AND LUCAS DESIGN GROUP, INC.  
MICHAEL LUCAS, AIA  
7645 GATE PARKWAY, SUITE 201  
JACKSONVILLE, FLORIDA 32256

# **SAMPSON CREEK COMMUNITY DEVELOPMENT** **DISTRICT**

**Building Renovation & Renovation of Existing Social Room and Addition of New Walkway and Guardrail**

**Remove and Replace Pavers at Upper Deck**

**Rework Plaza Outside of Existing Fitness Building**

**Enlarge Existing Covered Area and Replace Shade Structure**

**Relocate Lights and Rework Existing Kiddie Pool as well as Stairs/Ramps to form Terraced Covered Seating Area**

**Wood Shade Pavilion**

**Splash Park and Pool Equipment Room and Paver Area around It**

**Replace Existing Security Fence with 6' Security Fence and all Gates along Perimeter**

**Upgrade Existing Score Board**

**Supply 6 Aerators around Existing Pool**

## **REQUEST FOR PROPOSALS**

### **I. PROPOSAL PACKAGE**

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- B. Evaluation Criteria
- C. Instructions to Proposers (12 Pages)
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- H. Sworn Statement Regarding Public Entity Crimes
- I. Affidavit of Non-Collusion
- J. Sworn Statement Regarding Scrutinized Companies
- K. Trench Safety Act Compliance and Cost Statements
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## I. Proposal Package

**SAMPSON CREEK COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR CONSTRUCTION SERVICES  
ST. JOHNS COUNTY, FLORIDA**

Notice is hereby given that the Sampson Creek Community Development District (“District”) will receive proposals for the following District projects (“Projects”):

**Building Renovation & Renovation of Existing Social Room and Addition of New  
Walkway and Guardrail**

**Remove and Replace Pavers at Upper Deck**

**Rework Plaza Outside of Existing Fitness Building**

**Enlarge Existing Covered Area and Replace Shade Structure**

**Relocate Lights and Rework Existing Kiddie Pool as well as Stairs/Ramps  
to form Terraced Covered Seating Area**

**Wood Shade Pavilion**

**Splash Park and Pool Equipment Room and Paver Area around It**

**Replace Existing Security Fence with 6’ Security Fence and all Gates along  
Perimeter**

**Upgrade Existing Score Board**

**Supply 6 Aerators around Existing Pool**

The contract will require contractors to provide construction services for some or all of the Projects, as more particularly described in the Project Manual and in accordance with the plans and specifications.

The Project Manual will be available beginning \_\_\_\_\_, 2017 at \_\_\_\_:\_\_\_\_ .m., at the offices of the District Manager, Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092. The Project Manual will include, but not be limited to, the Request for Proposals, proposal and contract documents, and construction plans and specifications.

There will be a **mandatory pre-proposal conference** at the offices of Basham and Lucas Design Group, 7645 Gate Parkway, Suite 201, Jacksonville, Florida 32256, on \_\_\_\_\_, 2017 at \_\_\_\_\_ .m. Failure to attend may preclude a Proposer from responding to this Request for Proposals.

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, 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.

The District is requesting Proposers to provide the cost for each project comprising the Projects instead of one lump-sum cost, as more particularly described in the Project Manual. The District is also

requesting Proposers to provide **one** schedule to complete all the Projects. After evaluating the proposals, the District intends to award one (1) contract to only one (1) Proposer for all or some of the Projects.

Each proposal shall be accompanied by a proposal guarantee in the form of a bid bond or certified cashier's check in an amount not less than five percent (5%) of the total bid to be retained in the event the successful proposer fails to execute a contract with the District and file the requisite Performance and Payment Bonds and insurance within fourteen (14) calendar days after the receipt of the Notice of Award.

Any person who wishes to protest the Project Manual, or any component thereof, shall file with the District a written notice of protest within seventy-two (72) hours after the Project Manual is made available, and shall file a formal written protest with the District within seven (7) calendar days after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the District's Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Firms desiring to provide services for the Projects must submit one (1) original and nine (9) copies of the required proposal no later than **\_:\_\_\_.m. on \_\_\_\_\_, 2017**, at the offices of the District Manager, Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092. The District Manager will conduct a special public meeting at **\_:\_\_\_.m. on \_\_\_\_\_, 2017** at its office to open the proposals. No official action will be taken at the meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law including but not limited to Chapter 190 of the Florida Statutes. A copy of the agenda for the meeting may be obtained from the District Manager, at the District's Manager's office, or (904) 940-5850. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at least forty-eight (48) hours before the meeting by contacting the District Engineer at (904) 642-8990. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

Proposals shall be in the form provided in the Project Manual and submitted in a sealed envelope pursuant to the Instructions to Proposers. As noted below, proposals will be opened publically at that date, time, and location; those received after the time and date stipulated above will be returned unopened to the proposer. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified.

All questions regarding the Project Manual or the Projects shall be directed in writing only to Basham and Lucas Design Group, 7645 Gate Parkway, Suite 201, Jacksonville, FL 32256, Michael Lucas, AIA, michael@bashamlucas.com. No phone inquiries please.

James Oliver  
District Manager

Run Date:

**SAMPSON CREEK COMMUNITY DEVELOPMENT DISTRICT  
CONSTRUCTION SERVICES FOR 2017 CAPITAL PROJECTS  
SAMPSON CREEK COMMUNITY DEVELOPMENT DISTRICT  
ST. JOHNS COUNTY, FLORIDA**

**Evaluation Criteria**

**1. Personnel. (5 Points)**

E.g., geographic locations of the firm's headquarters, adequacy and capabilities of key personnel, including the project manager and field supervisor; whether the entity/individual is a certified minority business enterprise, present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.

**2. Proposer's Experience. (20 Points)**

E.g., past record and experience of the respondent in performing similar projects; past performance for this District in other contracts; character, integrity, reputation of respondent, etc.

**3. Understanding of Scope of Work. (20 Points)**

Demonstration of Proposer's understanding of the project requirements.

**4. Schedule. (25 Points)**

Points available for schedule will be allocated as follows:

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

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

**5. Price. (30 Total Points)**

Points available for price will be allocated as follows:

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

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

**Total Points**

**100 Points**

**INSTRUCTIONS TO PROPOSERS**  
**CONSTRUCTION SERVICES FOR 2017 CAPITAL PROJECTS**  
**SAMPSON CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**ST. JOHNS COUNTY, FLORIDA**

**Solicitation and Award Process**

**SECTION 1. DUE DATE.** Sealed Proposals must be received no later than \_\_\_\_\_ .m. on \_\_\_\_\_, 2017, at the offices of Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092. Proposals will be publicly opened at that time.

**SECTION 2. MANDATORY PRE-PROPOSAL CONFERENCE.** A **mandatory pre-proposal conference** will be held on this project at the offices of Basham and Lucas Design Group, 7645 Gate Parkway, Suite 201, Jacksonville, Florida 32256, on \_\_\_\_\_, 2017 at \_\_\_\_\_ .m. The pre-proposal conference may include, but not be limited to, a discussion of contract requirements, inspections, evaluations, site access, and submittal requirements. The failure to attend the pre-proposal conference may result in the disqualification of a Proposer. The District's Engineer and Architect will be present to discuss the Project. The Architect will transmit to all prospective Proposers of record such Addenda, as the Architect considers necessary in response to questions arising at the conference. Oral statements shall not be relied upon and will not be binding or legally effective. All site access shall be coordinated with the District's designee at the mandatory pre-proposal conference.

**SECTION 3. INTERPRETATIONS AND ADDENDA.** Proposers shall promptly notify the District Architect, Michael Lucas, AIA, via email at michael@bashamlucas.com of any ambiguity, inconsistency, or error, which they may discover upon examination of the Project Manual or of the site and local conditions. All questions about the meaning or intent of the Project Manual or the Project are to be directed to the Architect. Proposers requiring clarification or interpretation of the Project Manual shall make a written request by email only to the Architect at least **ten (10) business days** prior to the date for receipt of Proposals. Only questions answered by formal written Addenda will be binding. Interpretation, corrections, or changes of the Project Manual made in any other manner will not be binding, and Proposers shall not rely upon such interpretation, corrections, and change. No interpretations will be given verbally.

An interpretation, correction, or change of the Project Manual considered necessary by the Architect will be made by Addendum and sent via mail, fax, email or delivery only to parties recorded by the Architect as having attended the mandatory pre-proposal conference. **Immediately prior to submitting his or her Proposal, each Proposer shall ascertain that he or she has received all Addenda issued, and he or she shall acknowledge their receipt in the**



**space provided in the Proposal Form.** No inquiries will be accepted from subcontractors - Proposer shall be responsible for all queries.

**SECTION 4. EVALUATION OF PROPOSALS.** The Proposals shall be ranked based on the District's evaluation of the qualified Proposer's ability to perform the services for the Projects as demonstrated by the documentation provided by Proposer and reference checks of Proposer's clients. The criteria to be used in the evaluation are presented in the Evaluation Criteria sheet 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 ranking and evaluation of the Proposals is subject to the individual scorer's discretion and the points ultimately awarded to each Proposal, and the corresponding ranking, may differ widely from individual scorer to individual scorer.

**SECTION 5. ACCEPTANCE OF PROPOSAL; CONTRACT AWARD.** It is the intent of the District to award one (1) contract to only one (1) Proposer for all or some of the projects comprising the 2017 Capital Projects RFP provided the Proposal has been submitted in accordance with the requirements of the Project Manual, is judged to be reasonable, does not exceed the construction funds budgeted for the Project and will be in the best interests of the District. The District reserves the right to waive any formality or irregularity in any Proposal received that is not material.

If a Contract is awarded, the District may give the Successful Proposer a Notice of Award within ninety **(90) calendar days** after the day of the Proposal Opening. Within **fourteen calendar (14) days** of receipt of the Notice of Award from the District, Proposer shall enter into and execute the Contract in substantially the form included in the Project Manual, unless requested otherwise by the District. Upon contract award, the successful Proposer will be required to furnish a payment and performance bond in compliance with section 255.05, Florida Statutes, and executed in a form acceptable to the District and in the sum equal to one hundred percent (100%) of the total amount of the Contract value concurrent with execution of the Contract. The Proposal shall be submitted with the understanding that Proposer will not withdraw its Proposal for a period of ninety **(90) calendar days** after Proposals are due, and shall be guaranteed by Proposal Security.

**SECTION 6. BASIS OF AWARD/RIGHT TO REJECT.** 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.

**SECTION 7. GROUNDS FOR REJECTION.** Proposers may be disqualified and their Proposals rejected if the District has reason to believe that collusion may exist among Proposers,

Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, for Proposer's failure to demonstrate proper licensure and business organization, if a Proposal identifies a duration of the Work which in the District's evaluation, is not all inclusive of a complete and functioning project from beginning to end, within the provided Contract Times of Completion. The District shall also have the right to reject any or all Proposals if the District believes that it would not be in the best interest of the District to make an award to that Proposer, whether because the Proposal is not responsive or Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the District. Any or all Proposals in which the prices are obviously unbalanced, nonconforming, or conditional are subject to rejection. Proposals not accompanied by any required Proposal Security including data required by the Project Manual or a Proposal in any way incomplete or irregular will provide a basis for rejection.

### **Proposal Requirements**

**SECTION 8. SUBMISSION OF PROPOSALS.** The Proposal and all other required documents are to be completed and submitted with (1) original and nine (9) copies with the following data:

See forms provided in RFP for the following:

- A. Official Proposal Form
- B. Schedule of Values
- C. Form of Proposal Bond
- D. Certificate as to Corporate Principal
- E. Affidavit of Proposer
- F. Statement Regarding Public Entity Crimes
- G. Affidavit of Non-Collusion
- H. Statement Regarding Scrutinized Companies
- I. Trench Safety Act Compliance and Cost Statements
- J. Acknowledgment of Receipt of Documents

Contractor generated documents:

- K. Letter of Qualification for Performance and Payment Bonds
- L. Initial Project Schedule
- M. Insurance Certificate
- N. Contractors Key Personnel with Resumes, staffing, similar projects & references, etc.
- O. Any other data required by the Request for Proposals or Addendums

Proposal submissions shall be enclosed in an opaque sealed container, marked with the project title and name and address of 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 -

SAMPSON CREEK COMMUNITY DEVELOPMENT DISTRICT 2017 CAPITAL PROJECTS” on the face of it. Proposals shall be deposited at the designated location prior to the time and date for receipt of Proposals indicated in the Request for Proposal, or any time extension thereof made by Addendum. Proposer shall assume full responsibility for timely delivery at location designated for receipts of Proposals. Proposals received either in person, or by mail after the time and date for receipt of Proposals will not be accepted and will be returned unopened. Oral, telephonic, or email Proposals are invalid and will not be considered.

**SECTION 9. SIGNATURE ON PROPOSAL.** In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, Proposer must correctly identify and acknowledge receipt of all Addenda on the Proposal Form. If the Proposal is made by an individual, that person’s name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the Proposal shall show the name of the state under the laws of which the corporation was chartered. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his or her authority to do so.

**SECTION 10. PROPOSAL MODIFICATION.** 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 provided that they are then fully in conformance with these Instructions to Proposers. Prior to time and date designated for receipt of Proposals, Proposals submitted early may be modified or withdrawn only by an appropriate document duly executed (in the manner that a Proposal must be executed) and hand-delivered by notice to the party receiving Proposals at the place and prior to the time designated for receipt of Proposals. A Proposal may not be modified, withdrawn or canceled by Proposer for ninety **(90) calendar days** following the time and date designated for the receipt of Proposals, and Proposer so agrees in submitting his or her Proposal.

**SECTION 11. PROPOSAL FORM.** The **Proposal Form** is included with the Project Manual. All blanks on the Proposal Form shall be filled in electronically, by typewriter or manually printed in black ink. 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. Where so indicated by the makeup of the Proposal Form, sums shall be expressed in both words and figures. Any interlineations, alteration or erasure must be initialed by the signer of the Proposal; failure to do so may cause the Proposer’s Proposal to be considered non-responsive. Proposer shall make no stipulation on the Proposal Form nor qualify his or her Proposal in any manner; to do so will classify the Proposal as being non-responsive. The Proposal Form shall contain **an acknowledgment of receipt of all Addenda** (the numbers of which must be filled in on the Proposal Form). Each copy of the Proposal Form shall include the company name, address, telephone number, facsimile number, and legal name of Proposer **and a statement whether Proposer is sole proprietor, a partnership, a corporation or any other legal entity, and each copy shall be signed by** the person or persons legally authorized to bind Proposer to a

contract. A Proposal by a corporation shall further give the state of incorporation. A Proposal submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind Proposer.

**Proposals must provide the cost of each project comprising the 2017 Capital Projects RFP for the Work described in the Proposal.**

**SECTION 12. PROPOSAL SECURITY (PROPOSAL BOND).** The Proposal shall be accompanied by **Proposal Security in the form of a Proposal Bond** executed by Proposer and a surety duly qualified to do business in the State of Florida, and countersigned by a Florida resident agent, or either a certified or cashier's check drawn on any national bank in an amount equal to five percent (5%) of the Proposal amount made payable to the Sampson Creek Community Development District. Said Proposal Security guarantees Proposer will not withdraw from the competition after opening the Proposals and, in the event the Contract is awarded to Proposer, it will execute the Contract and furnish the required payment and performance bonds within **fourteen (14) calendar days** after notification, unless otherwise extended by the District. The Proposal Security shall be submitted with the understanding that Proposer will not withdraw its Proposal for a period of ninety **(90) calendar days** after the Proposals are received. If it withdraws or fails to provide the payment and performance bonds, the Proposal Security and all proceeds there from shall become the property of the District. As soon as Proposals have been satisfactorily evaluated by the District, the Proposal Securities accompanying Proposals, which in the District's judgment would not likely be considered for the award, may be returned. All other Proposal Securities will be held until the award has been made and executed, after which the Proposal Securities will be returned to the respective Proposers who tendered same.

**SECTION 13. SUBCONTRACTORS, SUPPLIERS AND OTHERS.** Each Proposer shall submit to the District a **list of Subcontractors and major materials suppliers** to be used if awarded the Contract. A copy of the form to be submitted is provided in the Proposal Form and shall be completed as part of Proposer's Proposal. Such listing shall include the name of each Subcontractor where the amount of their Work exceeds five percent (5%) of the Contract Price. If no Subcontractors are required, so state thereon. Upon request by the Engineer, the Successful Proposer shall submit, within five (5) days thereafter, all data required to establish to the satisfaction of the District and Engineer, the reliability and responsibility of the proposed Subcontractors to furnish and perform the Work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades. Prior to the award of the Contract, the Architect will notify Proposer in writing if either the District or the Engineer, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. Proposer then may, at his or her option, withdraw his or her Proposal without forfeiture of Proposal Security or submit an acceptable substitute at no increase in Proposal price. If Proposer fails to submit an acceptable substitute within five (5) days of the original notification, the District then may, at his or her option, disqualify the Proposer, at no

cost to the District, and award the Contract to the next highest ranked Proposer that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Proposal security of any Proposer.

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

**SECTION 14. FLORIDA TRENCH SAFETY ACT.** Proposers shall complete and submit the Florida Trench Safety Act Statements, in accordance with the requirements of Chapter 553, Florida Statutes. If trenching is not required for this Project, state so thereon. Contractor shall be responsible for compliance with all trenching shoring safety requirements. All subcontractors (if any) must complete and sign the Trench Safety Act Statement prior to the Notice to Proceed.

**SECTION 15. PERFORMANCE AND PAYMENT BONDS.** Each Proposer shall submit a **Letter of Qualification from an acceptable Surety Company** (on Surety letterhead), stating that Proposer is bondable for the amounts required by the Contract Documents. To be responsible to the District as Surety on Bonds, Surety shall comply with the following provisions:

- a) Surety must be licensed to do business in the State of Florida.
- b) Surety must have been in business and have a record of successful continuous operations for at least three (3) years.
- c) Surety must have fulfilled all of its obligations on all other bonds given to the District, if applicable.
- d) Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, net resources for unusual stock and sound investment.

Upon contract award, the successful Proposer will be required to furnish **Payment and Performance bonds** in compliance with section 255.05, *Florida Statutes*, and executed in the form included in the Project Manual and in the sum equal to one hundred percent (100%) of the total amount of the Contract value **concurrent with execution of the Contract**, with such acceptable sureties, secured through Proposer's usual sources as may be agreeable to the parties. Proposer shall deliver the required bonds to the Engineer and District no later than the date of execution of the Contract. Proposer shall require the Attorney-in-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his or her Power of Attorney authorizing his or her firm to act as agent for the Surety in issuing the bonds.

Subsequent to the Contract Execution but prior to and as a condition of the issuance of the Notice to Proceed, Proposer **shall have the Payment and Performance Bonds recorded** in the

St. Johns County Clerk of the Courts Recording Department. After the bonds have been assigned a book and page number, a copy will be made by request to the Recording person. A copy of said bonds to be recorded will be provided to the District and Architect. No Work can commence until the required bonds have been delivered to the District and Architect. Upon receipt of the bonds the District may issue a Notice to Proceed.

**SECTION 16. SCHEDULE OF VALUES.** Proposer shall complete the **Schedule of Values** for the proposed Work for review and approval by the District and/or the Architect. Schedule of Values for all of the Work will include quantities and prices of items derived by Proposer and provide the cost for each project comprising the 2017 Capital Projects RFP. Each section shall contain integral component parts of the Work in sufficient detail to serve as the basis for future progress payments and shall be utilized as the basis for additions and deletions to the Work during construction. Such prices will include an appropriate amount of overhead and profit applicable to each main section. If Proposer does not provide an acceptable Schedule of Values to meet the requirements established herein, the District reserves the right to disqualify the Proposal.

**SECTION 17. PROJECT SCHEDULE.** An **Initial Project Schedule** for each of the projects that make up the 2017 Capital Projects shall be submitted with the Proposal in accordance with the Contract Documents and shall not exceed the time stipulated as the Contract Time. The District reserves the right to base the award of the Contract subject to the submission of a schedule which is not qualified and identifies the duration of the Work all inclusive of the complete and functioning project from beginning to end, within the prescribed Contract Times.

**SECTION 18. REQUIRED ADDITIONAL INFORMATION.** All Proposals shall include the following information **in addition to any other requirements** of the Project Manual:

- A. A list of position or title and corporate responsibilities of key management or supervisory personnel. Proposer should include resumes for each person listed.
- B. A description of proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature. Proposer should include resumes with applicable certifications.
- C. Two references from projects of similar size and scope. Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person. Highlight previous or currently contracted work with other community development districts.
- E. Completed copies of all other forms included within the Project Manual.

- F. Certificate of Insurance detailing the company's insurance coverage including the types of coverage and limits for general, property, automobile liability, and worker's compensation insurance. In the event Proposer is notified of award, it shall provide proof of the insurance coverage identifying the District, its staff, engineer, employees, officers, agents and supervisors as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification.

Complete sets of Project Manual shall be used in preparing Proposals; neither the District nor the Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents in the Project Manual.

**SECTION 19. SUBSTITUTIONS.** The materials, products and equipment described in the Project Manual establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by Proposer and has been received by the Architect at least **ten (10) working days** prior to the date for receipt of Proposals. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon Proposer. The Engineer's decision of approval or disapproval of a proposed substitution shall be final. If the Engineer approves any proposed substitution, such approval will be set forth in an Addenda. Proposers shall **not** rely upon approval made in any other manner.

**SECTION 20. FAMILIARITY WITH THE LAW.** By submitting a Proposal, 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 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.

**SECTION 21. SPECIAL PROJECT/SITE CONDITIONS.** By submitting their Proposal, Proposer acknowledges that they have visited the project site and have become familiar with access routes to the project site and existing site conditions. Proposer agrees to take responsibility for any and all issues relating to access to the project site or arising from unsuitable soils, including, but not limited to, varying soil conditions, sinkholes, etc. No additional costs will be charged by Proposer for matters associated with project site access or unsuitable soils. All site access shall be coordinated with the District's designee at the mandatory pre-proposal conference.

**SECTION 22. INDEMNIFICATION.** The successful Proposer shall fully defend, indemnify and hold harmless the District, its staff, employees, officers, agents and supervisors from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the Contract Documents provided herein.

**SECTION 23. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.

**SECTION 24. ACKNOWLEDGMENTS.** In addition to any other requirements set forth in the Project Manual, and with the signature on the Proposal Form, Proposer acknowledges the following:

- A. All Proposals shall include completed copies of all other forms included within the Project Manual and Proposer is responsible for examining, completing, and verifying each item contained in its Proposal. Proposer agrees to indemnify, defend and hold harmless the District and District Staff against any cost, damage, or expense which may be incurred in Proposer's preparation of the same.
- B. The documents contained within the Project Manual, including the standard form of agreement, are complementary; what is called for by one is binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Project Manual, he or she shall call it to the District's and/or the District's designees' attention in writing before proceeding with the Work affected thereby. The Contractor is responsible for carefully reviewing the documents contained in the Project Manual in their entirety and agrees to meet any and all requirements contained therein. The Construction Contract Documents are included herein as examples of forms of agreements typical for this type of project; the District reserves the right to modify the form of Construction Contract Documents if such modification is in the District's best interest.
- C. If awarded a Contract, Proposer agrees that it will enter into and execute the Construction Contract, as amended to incorporate the specifics of its Proposal, to perform the Work in accordance with the terms and conditions of the Construction Contract and to execute and deliver the Bonds and other documents required by the Proposal requirements within fourteen (14) calendar days after the date of the District's Notice to Award, unless otherwise extended by the District. The Contractor will commence construction within five (5) calendar days of the later receipt of the Notice to Proceed or Execution of the Contract, unless otherwise extended by the District.



- D. Proposer is responsible for visually inspecting the entire site prior to submitting a Proposal and notifying the District and/or its designee of discrepancies that may affect the construction progress, performance, and costs. All site access shall be coordinated with the District's designee at the mandatory pre-proposal conference.
- E. 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. 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.
- F. If any are required, Contractor shall secure and pay for all fees associated with, but not limited to, paving and drainage construction permits, right-of-way construction permits, county "clearance sheet" permit, electrical permit, water and electrical meters (if applicable), installation fees, electrical inspection fees, building permit, temporary services and utilities, and other necessary permits or approvals.
- G. The Contractor shall complete the Work herein defined and detailed in a professional and workman like 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.
- H. 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.
- I. The Contractor is responsible for establishment of all final grades and readiness of all landscape and sod areas. All existing trees, sod, irrigation and other landscaping to remain must be protected and replaced in the event of damage. The Contractor shall be responsible for returning all areas used for staging, ingress, and egress to its original or better condition.
- K. Proposer acknowledges that any estimate of quantities of work to be done and materials to be furnished as shown in the Project Manual, or elsewhere, 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. Proposers shall be solely responsible for computing quantities for the preparation of the Proposal and the execution of the Work.

- L. As part of the Proposal, Proposer must include a detailed Schedule of Values. Further, the successful Proposer will be required to submit an itemized schedule of values outlining all work items which will be used for monthly pay requests. The schedule of values and Proposal must balance, both for purposes of the Proposal and for the pay requests. Proposer shall also submit a detailed construction schedule for each project that makes up the 2017 Capital Projects with the Proposal that outlines time frames for major Work items. These schedules will be used in Proposal evaluation. The successful Proposer will be required to submit a revised progress schedule monthly with each pay request; the schedule shall show original timeline and progress to date.
- M. The District shall furnish a reference benchmark. All other necessary survey work must be provided by the successful Proposer.
- N. Proposer shall specify subcontractors to be used for Work where such Work exceeds five percent (5%) of the Contract Price.
- O. If any are required, the successful Proposer shall obtain and comply with the FDEP NPDES General Permit and maintain weekly records of site conditions and construction activities. The successful Proposer shall adhere to all Federal rules and regulations regarding the National Pollutant Discharge Elimination System (NPDES) for construction and ground water discharge. The Storm Water Pollution Prevention Plans establish the minimum requirements allowed. The successful Proposer shall implement additional measures, as required, to ensure compliance with the NPDES requirements. The successful Proposer shall file the required FDEP NOI prior to the commencement of construction activities. The successful Proposer will also be required to terminate NOI, per FDEP procedures, upon successful completion of construction activities.
- P. The successful Proposer shall also obtain and have analyzed dewatering discharge samples before and after the commencement of construction in accordance with FDEP Generic Permit for the Discharge of Produced Groundwater. The successful Proposer shall monitor and keep construction area in compliance with all NPDES, FDEP, SJRWMD, ACOE, and St. Johns County latest rules and regulations. Any fines levied shall be paid by Contractor.
- Q. If awarded the contract, Contractor shall be responsible to obtain its own report of geotechnical exploration. All construction shall be completed in accordance with this report. Proposer is required to perform all testing and retesting, if necessary, and as required by the State of Florida, St. Johns County, and all other regulatory

agencies prior to Project acceptance. The entire site is available to any Proposer for surface or subsurface investigation and Proposer is responsible for studying all reports of explorations and tests at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures. A Proposer may only perform surface or subsurface investigation in coordination with the District's designee at the mandatory pre-proposal conference.

- R. The successful Proposer shall be responsible for coordinating the Work necessary to complete and obtain all final approvals and acceptances. Receipt of all final approvals and operating permits from all applicable regulatory authorities is a requirement for final payment.
- S. All Work provided for in the Project Manual, including, but not limited to, Contract Documents and Proposal Documents, as may be amended, shall be warranted from commencement of the Work until 12 months after acceptance by the District and all applicable regulatory authorities.
- T. Proposer is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, or performance of the Work.
- U. 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 any updates or amendments thereto), local, state and federal laws. By entering into an Agreement, the Contractor will be required to recognize that the indemnification provided for in the Contract Documents additionally extends to any fines, penalties, enforcement actions and claims made regarding the materials, construction and/or installation failing to comply with the ADA.

**SECTION 25. PROTESTS.** Any person who wishes to protest any aspect of the Project Manual, including, but not limited to, the evaluation criteria, Contract Documents, plans, specifications, Proposal Documents or any component thereof, shall file with the District a written notice of protest within seventy-two (72) hours after the Project Manual is made available, and shall file a formal written protest setting forth with particularity the facts and law upon which the protest is based within seven (7) calendar days after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, Governmental Management Services, LLC, located at 475 West Town Place, Suite 114, St. Augustine, Florida 32092. Failure to timely file a notice of protest or failure to timely file a formal written protest within the required periods shall constitute a waiver of any right to object to or protest the contents of the District's Project Manual.

Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District

and in the amount equal to 1% of the anticipated total contract award that is the subject of the protest. If the protest relates to the Project Manual, the protest bond shall be in the amount of Ten Thousand Dollars (\$10,000.00). 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 that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No Proposer shall be entitled to recover any costs of Proposal preparation from the District, regardless of the outcome of any protest.

**SECTION 26. MANDATORY AND PERMISSIVE REQUIREMENTS.** Notwithstanding anything else within the Project Manual, all of the requirements 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.

**OFFICIAL PROPOSAL FORM**  
**CONSTRUCTION SERVICES FOR 2017 CAPITAL PROJECTS**  
**SAMPSON CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**ST. JOHNS COUNTY, FLORIDA**

TO BE SUBMITTED TO:

SAMPSON CREEK COMMUNITY DEVELOPMENT DISTRICT  
c/o District Architect, Basham and Lucas Design Group  
7645 Gate Parkway, Suite 201  
Jacksonville, Florida 32256

TO: Sampson Creek Community Development District

FROM:

\_\_\_\_\_

(Proposer)

In accordance with the Request for Proposals inviting proposals for Sampson Creek Community Development District – 2017 Capital Projects the undersigned proposes to provide all Work necessary to install and construct the improvements, including, but not limited to \_\_\_\_\_

\_\_\_\_\_.

All Proposals shall be for complete Work in accordance with the Plans. Qualified or partial Proposals will be considered non-responsive.

THE UNDERSIGNED PROPOSER, having a thorough understanding of the Work required by the Contract Documents, the site and conditions where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work, and having knowledge of the expense and difficulties attending performance of the Work, and having fully inspected the site in all particulars, hereby proposes and agrees, if this Proposal is accepted, to enter into the Construction Contract with the Owner to fully perform all Work, or portions thereof to be determined by the District in its sole discretion, in strict compliance with the Contract Documents, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Project and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation facilities, labor, superintendence and services required to perform the Work; and bonds, insurance, submittals; and all fees including without limitation permits, timber taxes, inspection fees, maintenance bonds, as-builts and plats as needed for dedication, etc., as indicated or

specified in the Contract Documents to be performed or furnished by Proposer and provide the cost for each project comprising the 2017 Capital Projects RFP.

**DOCUMENTS AND ADDENDA**

Proposer submits that he or she has carefully examined the site of the proposed Work and the existing conditions, as well as the drawings and specifications. Also, Proposer has thoroughly reviewed the Request for Proposal, Evaluation Criteria, Instructions to Proposers, Standard Form of Agreement, General Conditions, Amendments and Supplementary Conditions, the Plans and Specifications, and all other components of the Contract Documents and acknowledges that the following addenda covering revisions to thereto, and the cost, if any, of such revisions has been included in the enclosed Pricing Amount(s).

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

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

This \_\_\_\_\_ day of \_\_\_\_\_, 2017. By: \_\_\_\_\_

[Type Name and Title of Person Signing]

**LIST OF DRAWINGS**

**CONSTRUCTION SERVICES FOR 2017 CAPITAL PROJECTS  
SAMPSON CREEK COMMUNITY DEVELOPMENT DISTRICT  
ST. JOHNS COUNTY, FLORIDA**

**PROJECT CONSULTANT INFORMATION:**

**OWNER**

SAMPSON CREEK CDD  
475 WEST TOWN PLACE, SUITE 114  
ST. AUGUSTINE, FL 32092  
(904) 940-5850

**MECHANICAL & PLUMBING ENGINEER**

GREGORY ENGINEERING, INC.  
4567 DEEP RIVER PLACE  
JACKSONVILLE, FLORIDA 32224  
(904) 714-5188

**ARCHITECT**

BASHAM & LUCAS DESIGN GROUP, INC.  
7645 GATE PARKWAY, SUITE 210  
JACKSONVILLE, FLORIDA 32256  
(904) 731-2323  
BID SET DATED: \_\_\_\_\_

**ELECTRICAL ENGINEER**

SHAFFER ENGINEERING GROUP  
12058 SAN JOSE BOULEVARD, SUITE 502  
JACKSONVILLE, FLORIDA 32223  
(904) 239-3621

**CIVIL ENGINEER**

MATTHEWS DESIGN GROUP  
7 WALDO STREET  
ST. AUGUSTINE, FLORIDA 32084  
(904) 826-1334  
BID SET DATED: \_\_\_\_\_

**STRUCTURAL ENGINEER**

LOWE STRUCTURES, INC.  
11651 CENTRAL PARKWAY, SUITE 106  
JACKSONVILLE, FLORIDA 32224  
(904) 992-0377

**SPLASH PAD DESIGN ENGINEER**

WET ENGINEERING, INC.  
4337 PABLO OAKS COURT, SUITE 101  
JACKSONVILLE, FLORIDA 32224  
(904) 223-9773  
BID SET DATED: JULY 2016

## **INDEX OF DRAWINGS**

### General

C1.1	Cover Sheet
SP1.0	Demo Site Plan
SP1.1	Overall Site Plan

### Structural

S0.1	General Notes & Design Criteria
S1.1	Partial Foundation & Framing Plan
S2.1	Sections & Details
S2.2	Sections & Details
S2.3	Sections & Details

### Architectural

A1.1	Overall Proposed Building Plan
A1.2	Ceiling and Roof Plan
A2.1	Exterior Elevations
A4.1	Door & Window Details

### Hardscape

H1.1	Hardscape Details
H1.2	Hardscape Details
H1.3	Hardscape Details
H1.4	Hardscape Sections & Details
H1.5	Hardscape Sections & Details
H1.6	Hardscape Sections & Details
H1.7	Paver Plan
H1.8	Paver Plan

### Plumbing

P1.0	Plumbing Site Plan
P1.1	Plumbing Floor Plan
P2.1	Plumbing Schedule & Details

### Mechanical

M1.1	Mechanical Floor Plan
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### Electrical

E1.1	Electrical Legend, Notes and Schedules
E1.2	Electrical Panel Schedule
E1.3	Electrical Site Demo Plan
E1.4	Electrical Site Plan
E2.1	Electrical Demo Plan
E3.1	Electrical Lighting Plan
E3.2	Electrical Power Plan
E4.1	Electrical Details



## E5.1 Electrical Specification

## Pool / Splash Pad – Architectural

### (PLACE HOLDER)

#### Cover Sheet

I1.0	Index, General Notes, & Equipment List
C1.0	Overall Site Plan
M1.0	Geometry Plan
M2.0	Grading & Sections Plan
M3.0	Mechanical Plan
M3.1	Equipment Area Mechanical Plan
M4.0	Recirculation System Schematic
M5.0	Mechanical Details
M5.1	Mechanical Details
M5.2	Mechanical Details
M5.3	Mechanical Details
S1.0	Structural Plan
S1.1	Structural Details
E1.0	Electrical Plan & Details

Civil

1	Cover Sheet
2	General Notes
3	Survey
4	Demolition Plan
5	Site Grading and Utility Plan
6	SWPPP
7	Contractor Certification
L1	Landscape Plan
GN1	Landscape General Notes and Details

**SCHEDULE OF VALUES  
CONSTRUCTION SERVICES FOR 2017 CAPITAL PROJECTS  
SAMPSON CREEK COMMUNITY DEVELOPMENT DISTRICT  
ST. JOHNS COUNTY, FLORIDA**

**CONSTRUCTION SERVICES AND SITE WORK FOR SAMPSON CREEK**

**THE PROJECT AND THE PARTIES**

**1.01 TO:**

**1.02 FOR:**

**1.03 DATE:** \_\_\_\_\_ **(PROPOSER TO ENTER DATE)**

**1.04 SUBSTANTIAL COMPLETION**

- A. If this Proposal is accepted, we will:  
Reach Substantial Completion for all the projects that make up the 2017 Capital Projects within \_\_\_\_\_ calendar days (**Proposer to provide**) and reach Final Completion not later than thirty (30) calendar days after the deadline for reaching Substantial Completion.

**1.05 COST BREAKDOWN FOR THE PROJECTS COMPRISING 2017 CAPITAL PROJECTS RFP:**

- |                                                                                                                                                                                       |          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1. Building renovation & renovation of existing social room and addition of new walkway and guardrail                                                                                 | \$ _____ |
| 2. Remove and replace pavers at upper deck                                                                                                                                            | \$ _____ |
| 3. Rework plaza outside of existing Fitness Building                                                                                                                                  | \$ _____ |
| 4. Enlarge existing covered area and replace shade structure                                                                                                                          | \$ _____ |
| 5. Relocate lights and rework existing kiddie pool as well as stairs and ramps to form terraced covered seating area (please break out cost of individual shade structures)           | \$ _____ |
| 6. Wood shade pavilion (pavers will be provided as part of #7)                                                                                                                        | \$ _____ |
| 7. Splash park and pool equipment room and paver area around it- include shower, retaining wall, 3' separation fence and gates (please break out cost of individual shade structures) | \$ _____ |
| 8. Replace existing security fence with 6' security fence, and all gates along perimeter                                                                                              | \$ _____ |
| 9. Upgrade existing score board                                                                                                                                                       | \$ _____ |
| 10. Supply 6 aerators around existing pool                                                                                                                                            | \$ _____ |

**1.06 UNIT PRICES**

- A. The following are Unit Prices for specific portions of the Work as listed. The following is the list of Unit Prices:

B. ITEM DESCRIPTION	UNIT QUANTITY	UNIT PRICE (Proposer to enter unit price.).
1. Metal Fencing		
a. 6' high	- LF-	\$ _____
b. 3' high	- LF-	\$ _____

**1.07 ALLOWANCES**

- A. The following is a list of Allowances for inclusion in the Total Price:
1. To Be Determined

**1.08 SCHEDULE OF VALUES**

- A. Provide the cost breakdown for the following items. (Proposer to enter value.). This schedule is an integral part of the Proposal Form and no spaces shall be left blank. If an item is not applicable, please add the notation N/A.

General Conditions

- |    |                    |                |
|----|--------------------|----------------|
| 1. | General Conditions | Value \$ _____ |
| 2. | Mobilization       | Value \$ _____ |
| 3. | Contractor's Fee   | Value \$ _____ |
| 4. | P & P Bond         | Value \$ _____ |

Site Work

- |     |                                            |                |
|-----|--------------------------------------------|----------------|
| 5.  | Site Grading, Excavation and Backfill      | Value \$ _____ |
| 6.  | Site Water, Sewer, and Drainage            | Value \$ _____ |
| 7.  | Concrete Pads                              | Value \$ _____ |
| 8.  | Landscaping                                | Value \$ _____ |
| 9.  | Landscape Irrigation System                | Value \$ _____ |
| 10. | Fencing, Gates and Gate Hardware           | Value \$ _____ |
| 11. | Concrete Pavers (Upper level /Splash Park) | Value \$ _____ |
| 12. | Modular Wall                               | Value \$ _____ |
| 13. | Vinyl Fence                                | Value \$ _____ |
| 14. | Site Work Misc.                            | Value \$ _____ |

Concrete

- |     |                                |                |
|-----|--------------------------------|----------------|
| 15. | Concrete and Reinforcing Steel | Value \$ _____ |
| 16. | Concrete Misc.                 | Value \$ _____ |

Masonry

- |     |                       |                |
|-----|-----------------------|----------------|
| 17. | Pre-cast Caps         | Value \$ _____ |
| 18. | Concrete Masonry Unit | Value \$ _____ |

19. Masonry Misc. Value \$ \_\_\_\_\_

Metals

20. Metal Misc. Value \$ \_\_\_\_\_

Wood/Plastics & Composites

21. Rough Carpentry Value \$ \_\_\_\_\_

22. Prefabricated Wood Trusses and Decking Value \$ \_\_\_\_\_

23. Finish Carpentry (exterior trim) Value \$ \_\_\_\_\_

24. Interior Wood Trim Value \$ \_\_\_\_\_

25. Composite Cement Siding (Soffit) Value \$ \_\_\_\_\_

26. Wood/Plastics Misc. Value \$ \_\_\_\_\_

Thermal & Moisture Protection

- 27. Thermal Insulation (Batt) Value \$ \_\_\_\_\_
- 28. Waterproofing/Flashing Value \$ \_\_\_\_\_
- 29. Asphalt Shingles Roofing Value \$ \_\_\_\_\_
- 30. Gutters and Downspouts Value \$ \_\_\_\_\_
- 31. Thermal & Moisture Misc. Value \$ \_\_\_\_\_

Doors & Hardware

- 32. Fiberglass Doors & Frames Value \$ \_\_\_\_\_
- 33. Interior Wood Doors and Frames Value \$ \_\_\_\_\_
- 34. Finish Hardware Value \$ \_\_\_\_\_
- 35. Door and Hardware Misc. Value \$ \_\_\_\_\_

Finishes

- 36. Gypsum Board Walls and Ceilings Value \$ \_\_\_\_\_
- 37. Wall and Floor Tiles Value \$ \_\_\_\_\_
- 38. Vinyl Flooring Value \$ \_\_\_\_\_
- 39. Interior Paint / Stain Sealer Value \$ \_\_\_\_\_
- 40. Exterior Paint / Stain Sealer Value \$ \_\_\_\_\_
- 41. Stucco Value \$ \_\_\_\_\_
- 42. Finishes Misc. Value \$ \_\_\_\_\_

Specialties

- 43. Toilet Accessories Value \$ \_\_\_\_\_
- 44. Mirrors Value \$ \_\_\_\_\_
- 45. Specialties Misc. Value \$ \_\_\_\_\_

Special Construction

- 46. Splash Park Features and Equipment Value \$ \_\_\_\_\_
- 47. Aerators Value \$ \_\_\_\_\_
- 48. Aluminum Shade Structures Value \$ \_\_\_\_\_
- 49. Wood Shade Structure Value \$ \_\_\_\_\_
- 50. Special Construction Misc. Value \$ \_\_\_\_\_

Mechanical

- 51. Plumbing System Value \$ \_\_\_\_\_
- 52. Exterior Shower Value \$ \_\_\_\_\_

53. Building Mechanical System, Grilles, and Diffusers Value \$ \_\_\_\_\_

Electrical

54. Building Electrical and Lighting System Value \$ \_\_\_\_\_

55. Site Electrical and Lighting System Value \$ \_\_\_\_\_

56. Other (include total value of items not listed above Value \$ \_\_\_\_\_ and describe in the space below)

\_\_\_\_\_

\_\_\_\_\_

57. Misc.- Not included in any of the categories Value \$ \_\_\_\_\_

58. **Total** \$ \_\_\_\_\_



## **TIME OF COMMENCEMENT, COMPLETION, AND PROJECT SCHEDULE**

Proposer shall prepare its Proposal based on a single construction schedule for all 2017 Capital Projects submitted by Proposer. Proposer agrees that the all the Work to complete all of the 2017 Capital Projects shall reach **Substantial Completion** within \_\_\_\_\_ **calendar days (Proposer to provide)** and reach **Final Completion** not later than thirty (30) **calendar days** after the deadline for reaching Substantial Completion (hereinafter called “Time of Completion” or “Contract Time”). Time is expressly declared to be of the essence in completion of the Work covered by the Contract Documents. Where additional time is allowed, by Change Order, under the Construction Contract, the adjusted time limits shall be of the essence of the Construction Contract.

Proposer shall provide the time for Substantial Completion above and submit a detailed construction schedule with the Proposal that outlines time frames for major Work items. **This time for Substantial Completion and schedule will be used in the Proposal Evaluation.**

“**Substantial Completion**” for each portion of the Work shall be considered to be on the date which all applicable governmental agencies having jurisdiction over the Work have issued unconditional certificates of completion and have signed off on all final inspections with respect to each portion of the Work and the District is able to utilize the Work set forth in the Contract Documents for the intended purpose. Notwithstanding anything to the contrary contained herein, Proposer shall be responsible for obtaining the final inspections and applicable written approvals from all governmental agencies with jurisdiction with respect to each portion of the Work, and in connection therewith, the District shall comply with all of its obligations required by the issuing authority in order to enable Proposer to obtain such Certificate.

## **LIQUIDATED DAMAGES**

Should the Contractor or, in case of his or her default, the Surety fail to complete the Work within the time stimulated in the Contract, or within such extra time as may have been granted by the District, Proposer, in case of his or her default, the Surety shall pay to the District, not as a penalty but as liquidated damages, the amount of \$500.00 per calendar day beyond substantial completion.

## **GENERAL AGREEMENTS**

Proposer agrees to all terms and conditions as stated in Section 24, Acknowledgments, of the Instructions to Proposers contained in the Project Manual.

## **REQUIRED DOCUMENTS**

1. The following documents are to be submitted or attached to and made a condition of the Proposal submittal:
  - A. Official Proposal Form
  - B. Schedule of Values
  - C. Form of Proposal Bond
  - D. Certificate as to Corporate Principal
  - E. Affidavit of Proposer
  - F. Statement Regarding Public Entity Crimes
  - G. Affidavit of Non-Collusion
  - H. Statement Regarding Scrutinized Companies
  - I. Trench Safety Act Compliance and Cost Statements
  - J. Acknowledgement of Receipt of Documents
  - K. Letter of Qualification for Performance and Payment Bonds
  - L. Initial Project Schedule
  - M. Insurance Certificate
  - N. Contractor's Key Personnel with Resumes, staffing, similar projects & references
  - O. Any other data required by the Request for Proposers or Addendums
2. Terms used in this Proposal which are defined in the Project Manual, General Conditions, Special Conditions or Proposal Instructions will have the meanings indicated in the General Conditions, Special Conditions or Proposal Instructions.

## **CIVIL RIGHTS**

Signing the Proposal is certification that Proposer does not, or will not, discriminate against any employee on the basis of race, religion, color, sex or national origin. Proposer further certifies that Proposer does not maintain or provide for employee facilities which are segregated on any of the above categories.

**ORGANIZATION INFORMATION**  
**CONSTRUCTION SERVICES FOR 2017 CAPITAL PROJECTS**  
**SAMPSON CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**St. Johns County, Florida**

DATE SUBMITTED \_\_\_\_\_, 2017

1. Proposer \_\_\_\_\_  
(Company Name) \_\_\_\_\_
- /\_/ A Individual  
/\_/ A Partnership  
/\_/ A Limited Liability Company  
/\_/ A Corporation  
/\_/ A Subsidiary Corporation

2. Proposer's Parent Company Name (if applicable) \_\_\_\_\_

3. Proposer's Parent Company Address (if applicable)

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

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

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

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

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

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

4. Proposer Company Address (if different)

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

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

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

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

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

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

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

5. List the location of the Proposer's office which would perform Sampson Creek Community Development District Work.

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

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

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

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

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

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

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

6. Is Proposer incorporated in the State of Florida? Yes ( ) No ( )

6.1 If yes, provide the following:

Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes ( ) No ( )

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

\_\_\_\_\_

Date Incorporated \_\_\_\_\_ Charter No. \_\_\_\_\_

6.2 If no, provide the following:

The state in which Proposer company is incorporated \_\_\_\_\_

Is the company in good standing with the state? Yes ( ) No ( )

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

\_\_\_\_\_

Date incorporated \_\_\_\_\_ Charter No. \_\_\_\_\_

7. Is Proposer company a registered or licensed contractor with the State of Florida? Yes ( ) No ( )

7.1 If yes, provide the following:

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_

7.2 Is Proposer company a registered or licensed Contractor with St. Johns County?

Yes ( ) No ( )

7.3 Has Proposer company performed work for a community development district previously? Yes ( ) No ( )

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

Address \_\_\_\_\_

Approved Bonding Capacities:	Aggregate Limit	\$ _____
	Single Project Limit	\$ _____
	Total Current Contracts Bonded	\$ _____

9. Name of Proposer's Bonding Agency \_\_\_\_\_  
 Address \_\_\_\_\_  
 Contact Name \_\_\_\_\_ Telephone \_\_\_\_\_

10. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (2014) \_\_\_\_\_,  
 (2015) \_\_\_\_\_, (2016) \_\_\_\_\_.

11. What are Proposers' company's current insurance limits?  
 General Liability \$ \_\_\_\_\_  
 Automobile Liability \$ \_\_\_\_\_  
 Workers Compensation \$ \_\_\_\_\_  
 Expiration Date \_\_\_\_\_

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

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

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

Has 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 two (2) years? Yes ( ) No ( )

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

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

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

The state, local or federal entity(ies) with whom barred or suspended \_\_\_\_\_

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

14. What is the construction experience of the proposed superintendent and project manager?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	MAGNITUDE AND TYPE OF WORK	YEARS OF CONSTRUCTION EXPERIENCE	YEARS WITH FIRM	IN WHAT CAPACITY?

15. Have you ever failed to complete any work awarded to you? Yes ( ) No ( )  
If so, where and why? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. Has any officer or partner of your organization ever been an officer, partner, or owner of some other organization that has failed to complete a construction contract?  
Yes ( ) No ( )  
If so, state name of individual, other organization and reason therefore \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. List any and all litigation to which the organization has been a party in the last five (5) years.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. Has organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes ( ) No ( )  
If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19. Within the past five (5) years, has organization failed to complete a project within the scheduled contract time?  
Yes ( ) No ( )  
If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. List all projects currently under contract, with a remaining contract amount of over \$100,000.00 (excluding retainage) and with an expected remaining contract duration in excess of 120 days (to substantial completion).

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The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Sampson Creek Community Development District or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or necessary to determine whether the Sampson Creek Community Development District should qualify Proposer for providing a Proposal for its construction projects, including such matters as Proposer's ability, standing integrity, quality of performance, efficiency and general reputation.

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

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

This \_\_\_\_\_ day of \_\_\_\_\_, 2017. By: \_\_\_\_\_  
[Type Name and Title of Person Signing]

State of Florida  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, of the \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Taking Acknowledgment

## CORPORATE OFFICERS

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

Date \_\_\_\_\_

Provide the following information for Officers of Proposer and parent company, if any.

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



**SUPERVISORY PERSONNEL**

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

Date \_\_\_\_\_

What is the experience of the key management and supervisory personnel of Proposer company for both administration as well as operations? (Attach resumes of key personnel here)

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

**COMPANY OWNED MAJOR EQUIPMENT**  
**(Attach additional sheets if necessary)**

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

Date \_\_\_\_\_

QUANTITY	DESCRIPTION	CAPACITY	No. LOCATED IN	
			FLORIDA	OTHER

**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				\$				

### PROJECTS COMPLETED BY PROPOSER IN THE LAST TWO YEARS

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

Date \_\_\_\_\_

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

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

<sup>1</sup> ‘Prime or Sub’ should indicate whether Proposer performed the work as a prime contractor or as a subcontractor.  
<sup>2</sup> ‘Owner Name/Location’ should indicate the Owner of the project if Proposer performed the work as a prime contractor or the general contractor if Proposer performed the work as a subcontractor.  
<sup>3</sup> ‘Name & Phone Number of Owner’s Representative on this Project’ should list a reference from the business entity listed in the previous column familiar with Proposer’s contract performance.

**LIST OF PROPOSED SUBCONTRACTORS  
AND  
MAJOR MATERIALS SUPPLIERS**

NAME OF SUBCONTRACTOR	ADDRESS	PROPOSED PROJECT RESPONSIBILITIES	PERCENTAGE OF CONTRACT PRICE	SUBCONTRACTOR'S AUTHORIZED REPRESENTATIVE

**\*\*\*END OF PROPOSAL FORM\*\*\***

# PROPOSAL BOND

Any singular reference to Proposer, Surety, Owner, or other party shall be considered plural where applicable.

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**PROPOSER** (Name and Address):

**SURETY** (Name and Address of Principal Place of Business):

**OWNER** (Name and Address):

Sampson Creek Community Development District  
475 West Town Place, Suite 114  
St. Augustine, FL 32092  
Phone Number: (904) 940-5850

Proposal: \_\_\_\_\_

Proposal Due Date: \_\_\_\_\_

Project (Brief Description Including Location):

**BOND:**

Bond Number:

Date (Not later than Proposal Due Date):

Penal sum: \_\_\_\_\_

(Words)

(Figures)

Surety and Proposer, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

PROPOSER

SURETY

\_\_\_\_\_  
Proposer's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Proposer and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Proposer the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.

2. Default of Proposer shall occur upon the failure of Proposer to deliver within the time required by the Proposal Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Proposal Documents and any performance and payment bonds required by the Proposal Documents.

3. This obligation shall be null and void if:

3.1. Owner accepts Proposer's Proposal and Proposer delivers within the time required by the Proposal Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Proposal Documents and any performance and payment bonds required by the Proposal Documents, or

3.2. All Proposals are rejected by Owner, or

3.3. Owner fails to issue a Notice of Award to Proposer within the time specified in the Proposal Documents (or any extension thereof agreed to in writing by Proposer and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Proposer and within thirty (30) calendar days after receipt by Proposer and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Proposer, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Proposal due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in Paragraph 4 above is received by Proposer and Surety and in no case later than one year after Proposal due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Proposer and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Proposal" as used herein includes a Proposal, bid, offer, or proposal as applicable.





**AFFIDAVIT FOR INDIVIDUAL**  
**CONSTRUCTION SERVICES FOR 2017 CAPITAL PROJECTS**  
**SAMPSON CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**ST. JOHNS COUNTY, FLORIDA**

State of \_\_\_\_\_ ss:

County of \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that the statements and answers to the questions concerning experience contained herein are correct and true of this date; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and, that the District considers such action on the part of Proposer to constitute good cause for rejecting Proposer's Proposal.

\_\_\_\_\_  
(Proposer must also sign here)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public/Expiration: \_\_\_\_\_

(SEAL)

**AFFIDAVIT OF PARTNERSHIP**  
**CONSTRUCTION SERVICES FOR 2017 CAPITAL PROJECTS**  
**SAMPSON CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**ST. JOHNS COUNTY, FLORIDA**

State of \_\_\_\_\_ ss:

County of \_\_\_\_\_

\_\_\_\_\_, a member of the firm of \_\_\_\_\_, being duly sworn, deposes and says that the statements and answers to the questions concerning experience contained herein are correct and true of this date; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and, that the District considers such action on the part of Proposer to constitute good cause for rejecting Proposer's Proposal.

\_\_\_\_\_  
(Signature of a General Partner is

required)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public/Expiration: \_\_\_\_\_

(SEAL)

**AFFIDAVIT OF CORPORATION**  
**CONSTRUCTION SERVICES FOR 2017 CAPITAL PROJECTS**  
**SAMPSON CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**ST. JOHNS COUNTY, FLORIDA**

State of \_\_\_\_\_ ss:

County of \_\_\_\_\_

\_\_\_\_\_, (title) \_\_\_\_\_  
of the \_\_\_\_\_, being duly sworn, deposes  
and says that the statements and answers to the questions concerning experience  
contained herein are correct and true of this date; and that he/she understands that  
intentional inclusion of false, deceptive or fraudulent statements on this statement  
constitutes fraud; and, that the District considers such action on the part of Proposer to  
constitute good cause for rejecting Proposer's Proposal.

\_\_\_\_\_  
(Officer must also sign here)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public/Expiration: \_\_\_\_\_

(SEAL)

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES**  
**PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES**  
**CONSTRUCTION SERVICES FOR 2017 CAPITAL PROJECTS**  
**SAMPSON CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**ST. JOHNS COUNTY, FLORIDA**

***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 Sampson Creek Community Development District.
2. 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 \_\_\_\_\_ (“Contractor”), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor’s business address is \_\_\_\_\_  
\_\_\_\_\_
4. Contractor’s Federal Employer Identification Number (FEIN) is \_\_\_\_\_

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

5. 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 an agency or political subdivision of any other state or with 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.
6. 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 jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or,
  2. 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.

8. 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.
9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please 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.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Contractor: \_\_\_\_\_

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

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, 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: \_\_\_\_\_

**AFFIDAVIT OF NON-COLLUSION**  
**CONSTRUCTION SERVICES FOR 2017 CAPITAL PROJECTS**  
**SAMPSON CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**ST. JOHNS COUNTY, FLORIDA**

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

I, \_\_\_\_\_, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a \_\_\_\_\_ in the firm of \_\_\_\_\_, and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Signature by authorized representative of Proposer

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, of \_\_\_\_\_, who is personally known to me or who has produced as identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary taking acknowledgment

**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**  
**CONSTRUCTION SERVICES FOR 2017 CAPITAL PROJECTS**  
**SAMPSON CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**ST. JOHNS COUNTY, FLORIDA**

**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 Sampson Creek 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, declares 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 Sampson Creek 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 Sampson Creek 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.

\_\_\_\_\_  
Signature by authorized representative of Proposer

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

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_  
\_\_\_\_\_, of the \_\_\_\_\_ who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Public taking acknowledgement

My Commission Expires: \_\_\_\_\_ (SEAL)



**TRENCH SAFETY ACT COMPLIANCE STATEMENT**  
**CONSTRUCTION SERVICES FOR 2017 CAPITAL PROJECTS**  
**SAMPSON CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**ST. JOHNS COUNTY, FLORIDA**

**INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the Project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. All Proposers are required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Project's Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

**CERTIFICATION**

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:  
\_\_\_\_\_ Dollars (Written)  
\$\_\_\_\_\_ (Figures).
3. The amount listed above has been included within the Proposal.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Proposer: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, 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: \_\_\_\_\_

**TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**  
**CONSTRUCTION SERVICES FOR 2017 CAPITAL PROJECTS**  
**SAMPSON CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**ST. JOHNS COUNTY, FLORIDA**

**INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that all Proposers submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

By executing this statement, proposer acknowledges that included in the various items of its Proposal and in the total Proposal price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida ) effective October 1, 1990. Proposer further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost <sup>1</sup>	Item Total Cost
<b>Project Total</b>			

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Proposer: \_\_\_\_\_

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, 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: \_\_\_\_\_

\_\_\_\_\_

<sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

**ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS  
CONSTRUCTION SERVICES FOR 2017 CAPITAL PROJECTS  
SAMPSON CREEK COMMUNITY DEVELOPMENT DISTRICT  
ST. JOHNS COUNTY, FLORIDA**

This Proposal for Construction Services for 2017 Capital Projects has been submitted on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by:

\_\_\_\_\_  
[Company]

\_\_\_\_\_  
[Business Address]

\_\_\_\_\_  
[Telephone]

\_\_\_\_\_  
[Fax Number]

\_\_\_\_\_  
[E-mail Address]

The undersigned acknowledges by initialing the items outlined below, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information ninety **(90) calendar days** from that date of the Proposal opening, and if awarded the Contract on the basis of this Proposal, to enter into and execute the services contract in substantially the form included in the Project Manual.

Proposer understands that inclusion of false, deceptive or fraudulent statements on the Proposal constitute fraud; and, that the District considers such action on the part of Proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the Sampson Creek Community Development District.

Furthermore, the undersigned acknowledges receipt of the following documents in full as well as any bid addenda, the provisions of which have been included in this Request for Proposal.

- I., a. Request for Proposals \_\_\_\_\_ (Initial)
- I., b. Evaluation Criteria \_\_\_\_\_ (Initial)
- I., c. Instructions to Proposers \_\_\_\_\_ (Initial)
- I., d. Schedule of Values \_\_\_\_\_ (Initial)
- I., e. Official Proposal Form \_\_\_\_\_ (Initial)
- I., f. Form of Proposal Bond \_\_\_\_\_ (Initial)
- I., g. Certificate as to Corporate Principal \_\_\_\_\_ (Initial)
- I., h. Affidavit of Proposer \_\_\_\_\_ (Initial)
- I., i. Public Entity Crimes Statement \_\_\_\_\_ (Initial)
- I., j. Non-Collusion Statement \_\_\_\_\_ (Initial)
- I., k. Sworn Statement Regarding Scrutinized Companies \_\_\_\_\_ (Initial)
- I., l. Trench Safety Act Compliance and Cost Statements \_\_\_\_\_ (Initial)
- I., m. Acknowledgment of Receipt of Documents \_\_\_\_\_ (Initial)
- II. Form of Construction Contract Documents \_\_\_\_\_ (Initial)
- III. Plans and Specifications \_\_\_\_\_ (Initial)
- IV. Addenda No. \_\_\_\_\_, No. \_\_\_\_\_, No. \_\_\_\_\_, No. \_\_\_\_\_ \_\_\_\_\_ (Initial)

## II. Construction Contract Documents

### III. Plans and Specifications

IV. Addenda No. \_\_\_\_\_