# **REQUEST FOR PROPOSALS**

#### **PROJECT MANUAL**

#### **FOR**

## SIDEWALKS /APRONS/CURBS/GUTTERS REPLACEMENT PHASE 2 - AT:

1) COLEHAVEN	2) DEER RUN
3) GLENHAM	4) IVERSON
5) LONGLEAF	6) MORNINGSIDE

7) SEDGWICK 8) WRENCREST

#### **FOR**

# MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT

#### **ISSUED BY:**

MEADOW POINTE II CDD SHEILA DIAZ, OPERATIONS MANAGER 30051 COUNTY LINE ROAD WESLEY CHAPEL, FL. 33543 (813) 991-5016

> www.meadowpointe2cdd.org Sheila.Diaz@mpiicdd.org

Date of Issue: April 11, 2023

Due Date / Time: May 9, 2023 at 12:00 p.m.

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#### MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT

# Sidewalks /Aprons/Curbs/Gutters Replacement - Phase 2 Pasco County, Florida

# **Request For Proposals**

Notice is hereby given that **Meadow Pointe II Community Development District** (the "CDD") will accept proposals from all qualified companies interested in providing services for replacement of sidewalk / aprons / curbs / gutters - Phase 2. These proposals are being requested through a formal Request for Proposals ("RFP") process.

The RFP will be available for public inspection and may be obtained beginning Thursday, May 11, 2023, at 10:00 a.m. from Sheila Diaz at 30051 County Line Road, Wesley Chapel, FL 33543, or electronically by submitting an e-mail request to Sheila Diaz at Sheila.Diaz@mpiicdd.org.

Entities desiring to submit proposals for this project must attend a mandatory pre-proposal meeting on Tuesday, May 30, 2023, at 2:00 p.m., at Meadow Pointe II CDD Clubhouse at 30051 County Line Road, Wesley Chapel, FL 33543. Entities desiring to submit proposals must submit one (1) original and (1) electronic copy (on CD or memory stick) of the required proposal packages no later than Friday, June 9, 2023, at 12:00 p.m., to Meadow Pointe II CDD, 30051 County Line Road, Wesley Chapel, FL 33543, Attention: Sheila Diaz.

Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package, and shall clearly identify the project as "Meadow Pointe II CDD Sidewalks / Aprons / Curbs / Gutters Replacement Services - Phase 2". Proposals may be either mailed or hand-delivered. No facsimile, telephonic, electronic, or telegraphic submittals will be accepted. Proposals received after the scheduled date and time for submittal will not be considered but can be claimed by the Proposer within ten (10) calendar days of the submittal deadline. Any proposal not completed as specified or missing the required documents may be disqualified.

The CDD reserves the right to accept or reject any or all proposals in its sole and absolute discretion, whether or not reasonable, either with or without cause, to waive technical errors and informality, to postpone the award of the contract, to elect not to proceed with the subject award process and to accept a proposal or portion of a proposal, which in its judgment best serves the CDD.

If you have questions relative to this project, please contact Robert Dvorak, P.E., at Brletic Dvorak, Inc. 536 4<sup>th</sup> Avenue South, Unit 4, St. Petersburg, FL 33701; (727) 420-0804; RDvorak@bdiengineers.com.

#### MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT

# Sidewalks /Aprons/Curbs/Gutters Replacement - Phase 2 Pasco County, Florida

## **Instructions to Proposers**

SECTION 1. DUE DATE AND MANDATORY PRE- PROPOSAL MEETING. Entities desiring to submit proposals for this project must attend a mandatory pre-proposal meeting on April 25, 2023, at 2:00 p.m., at Meadow Pointe II CDD clubhouse at 30051 County Line Road, Wesley Chapel, FL 33543. Entities desiring to submit proposals must submit one (1) original and (1) electronic copy (on CD or memory stick) of the required proposal packages no later than May 9, 2023, at 12:00p.m., to Meadow Pointe II CDD, 30051 County Line Road, Wesley Chapel, FL 33543, Attention: Sheila Diaz. Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package, and shall clearly identify the project as "Meadow Pointe II CDD Sidewalks/Aprons/Curbs/Gutters Replacement Services - Phase 2." Proposals may be either mailed or hand-delivered. Proposals received after the time and date stated above will not be considered. Any proposal not completed as specified or missing the required proposal documents may be disqualified at the CDD's discretion. Proposers submit their proposals on a voluntary basis and therefore are not entitled to compensation of any kind. The CDD shall not be obligated or be liable for any costs incurred by proposing entities prior to issuance of a contract. All costs to prepare and submit a response to this RFP shall be borne by the proposing entity.

SECTION 2. SIGNATURE ON PROPOSAL. The proposing entity must execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. 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. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal, legal evidence of his/her authority to do so. All proposals must be completed in ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the proposal.

**SECTION 3. FAMILIARITY WITH THE PROJECT.** Before submitting a proposal, the proposing entity shall carefully read the scope and specifications and fully inform itself as to all existing conditions and limitations. Submitting a proposal is a certification by the proposing entity that the Proposer is familiar with the scope and specifications as well as all areas where work is to be performed. No additional compensation or relief from any obligations of the contract agreement will be granted because of lack of knowledge of the site or conditions under which the contemplated work will be performed.

**SECTION 4. FAMILIARITY WITH THE LAW.** By submitting a proposal, the proposing entity is assumed to be familiar with the CDD's operating rules and procedures, as well as all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the provision of the requested services. Ignorance on the part of the proposing entity will in no way relieve it from responsibility to provide the services and fulfill such other obligations covered under the proposal in compliance with all such laws, ordinances, and regulations.

**SECTION 5. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified and has the ability to provide the services specified herein, at the sole and absolute discretion of the CDD. The Proposer shall submit with its proposal, satisfactory evidence of a history of fulfillment of similar contracts and show that it is fully prepared with the necessary organization, personnel, capital, and equipment to provide the specified services.

**SECTION 6. COLLUSION.** Proposer shall be disqualified and their proposal rejected if the CDD has reason to believe that collusion may exist among the proposing entities, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 7. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing only to Robert Dvorak, P.E.., via email at RDvorak@bdieingeers.com with a copy to Sheila Diaz at sheila.diaz@mpiicdd.org. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda, emailed, mailed, or otherwise delivered to all parties recorded as having received the Project Manual/Proposal Packet. Any inquiry or request for interpretation received before May 2, 2023, at 2:00 p.m., will be given consideration. Questions will be answered only by formal written Addenda, which will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

SECTION 8. SUBMISSION OF PROPOSAL. Proposer shall submit one (1) original and one (1) electronic copy (on CD or memory stick) of the proposal forms, along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSAL (Meadow Pointe II CDD Sidewalks / Aprons / Curbs / Gutters Replacement Services - Phase 2) ENCLOSED" on the face of it. Proposer is solely responsible for ensuring the timely and secure delivery of its proposal and all related documents regarding this RFP.

**SECTION 9 MODIFICATIONS AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due.

**SECTION 10. PROJECT MANUAL.** The RFP/Project Manual will be available for public inspection and may be obtained beginning April 11, at 10:00 a.m. from Sheila Diaz at 30051 County Line Road, Wesley Chapel, FL 33543, or electronically by submitting an e-mail request to Sheila Diaz at <a href="mailto:Sheila.Diaz@mpiicdd.org">Sheila.Diaz@mpiicdd.org</a>. Failure to obtain the Project Manual as specified herein will preclude the CDD's consideration of a proposal submitted by the Proposer.

**SECTION 11. PROPOSAL FORMs.** All blanks on the proposal forms must be completed in ink or typewritten. In making its proposal, each Proposer represents that it has read and understands the RFP/Project Manual and that the proposal is made in accordance therewith, including verification of the contents of the RFP/Project Manual. Failure to supply any requested information and submit fully completed forms may result in disqualification. The CDD reserves the right to request additional information if clarification is necessary.

**SECTION 12. BASIS OF AWARD/RIGHT TO REJECT.** The CDD reserves the right to reject any and all proposals in its sole and absolute discretion, whether or not reasonable, make modifications to the scope of work, and waive any informalities or irregularities in the proposals as it is deemed in the best interest of the CDD up until such time as a contract has been fully executed by both parties.

SECTION 13. CONTRACT AWARD AND SERVICE AGREEMENT TERM. Within fourteen (14) days of receipt of the Notice of Award of the CDD contract, or as otherwise extended by the CDD, the selected Proposer shall enter into and execute a contract agreement. If a Proposer to whom the contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the CDD's option. If the award is annulled, the CDD may, at its sole discretion, award the contract to the next highest ranked Proposer, re-advertise, perform the work by day/temporary labor, or through in-house operations. The CDD and the selected contractor ("Contractor") will execute a contract for the specified work. This RFP does not guarantee that a contract will be awarded. The CDD reserves the exclusive right to reject any and all proposals. The CDD reserves the right to award by items, groups of items, or total proposal.

**SECTION 14. CHANGES/MODIFICATIONS.** The CDD reserves the right to order changes in its scope of work and resulting contract. The Contractor has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

**SECTION 15. INSURANCE.** Proposer shall include as part of its proposal a current Certificate of Insurance demonstrating the Proposer's insurance coverage. In the event the Proposer is notified of award for the work, it shall provide proof of the Insurance Coverage requested, further identifying the CDD, its officers, employees, and agents as additional insureds, as more specifically to be stated in the contract to be executed, within fourteen (14) calendar days after notification, or within such approved extended period as may be granted. Failure to provide proof of insurance coverage shall constitute a default and the CDD may proceed as referenced in Section Thirteen (13) above.

**SECTION 16. INDEMNIFICATION.** The Contractor shall fully indemnify, defend, and hold harmless the CDD and its officers, agents, and employees from and against all claims, damages, costs, and losses arising, in whole or in part, as more fully set forth in the contract to be executed.

**SECTION 17. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of the CDD's limitations on liability contained in Section 768.28, Florida Statutes, or other applicable statute or law.

**SECTION 18. PROPOSAL REQUIREMENTS.** All proposals shall include the following information in addition to any other requirements of the RFP/Project Manual:

- A. Narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.
- B. Completed proposal pricing. Unit costs for Sidewalks / Aprons / Curbs / Gutters replacement, including installation, should be provided, but not included in the contract amount as these services shall be rendered at the discretion of the CDD's Board of Supervisors.
- C. List position or title, corporate responsibilities, and number of years of experience of key management or supervisory personnel (forms attached as part of Proposer's Qualification Statement). Include résumés for each person listed; list number of years of experience in present position for each person listed and years of related experience.
- D. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including résumés for staff at or above the Project Manager level. Include a staffing plan depicting quantity of laborers, crew chiefs, field managers, as well as work hours and days spent on the property.
- E. Three (3) references from projects of similar size and scope. The 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.
- F. Information related to other projects of similar size and scope which Proposer has provided, or is currently providing, sidewalks / aprons / curbs / gutters replacement services (forms attached as part of Proposer's Qualification Statement).
- G. A copy of Proposer's insurance certificate indicating the types of coverage and limits for general, property, automobile liability insurance, and worker's compensation insurance.
- H. Completed copies of all other forms included within the Project Manual.

SECTION 19. EVALUATION OF PROPOSALS. The proposals shall be evaluated by the Board of Supervisors based on the Evaluation Criteria set forth herein. Proposals may be held by the CDD for a period not to exceed one hundred twenty (120) days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposer, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The CDD may visit the Proposer's facilities as part of the evaluation process. The CDD also reserves the right to seek clarification from Proposer on any issue in a response, invite Proposer for site visits, oral presentations, or take any action it feels is necessary to properly evaluate the proposals and construct a solution in the CDD's best interest.

#### SECTION 19.1 PROPOSALS RESPONSIVENESS. REQUIRED DOCUMENTATION

- Proposals will be reviewed to determine if all required documentation was included with the proposal submittal.
- Proposals that fail to contain the required documents will be disqualified from further consideration.
- Proposals that fail to meet the Minimum Qualifications as described herein or the Project Goals, Objectives, and/or Requirements will be disqualified from further consideration.

**SECTION 19.2 GENERAL FORMAT.** In preparing the Proposals, please duplex print all sections to reduce paper consumption and use recycled products, where feasible. Proposals shall be prepared on 8.5" x 11" paper with 1" margins on all sides. Typing shall be single spaced and no smaller than font size 11. Use of 11" x 17" fold out sheets for large tables, charts or diagrams is permissible, but should be limited. Each part of the Proposal should be clearly labeled and tabbed for easy reference.

#### THE PROPOSALS SHALL:

- Contain concise written materials that enable the reviewer to clearly understand the Proposer's capabilities and approach to providing the requested services.
- Specifically describe the Proposer's role in relationship to its Subcontractors and shall describe the interfaces with said Subcontractors, if applicable.
- Reflect a level of understanding of the work required.

#### **COVER LETTER:**

- A cover letter transmitting the Proposal must be submitted and dated. The letter must indicate that the Proposer agrees to be bound by the Proposal without modifications, unless mutually agreed to upon further negotiations between the CDD and the Proposer.
- The cover letter shall be signed by a principal of the Proposer or other person fully authorized to act on behalf of the Proposer or team.

#### **TABLE OF CONTENTS:**

The Table of Contents should identify locations of all sections in the proposal.

**SECTION 19.3 MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the RFP:

- A. Completed price proposal (form attached)
- B. Four (4) references from projects of similar size and scope to which the Proposer has provided, or is currently providing work similar to this RFP. The Proposer must include information relating to the services that was provided for each reference as well as a name, address and phone number of a contact person. Failure to provide such contact information shall result in the non-consideration of the provided reference.
- C. A copy of Proposer's insurance certificate indicating the types of coverage and limits for general, property, umbrella, automobile liability insurance, and worker's compensation insurance.
- D. Completed copies of all other forms included within the Proposal Packet.

#### **EVALUATION CRITERIA**

This Request for Proposal includes following all the procedures in this document and sending the sealed proposal information to the CDD by the due date and time and in the manner set forth in this RFP. Once proposals are received, the Board of Supervisors members will review each submittal and score each proposal based on the evaluation criteria. The award will be based on the proposal that is most advantageous to the CDD. The Proposals will be evaluated on the following criteria:

Factor	Description	Points
1.	Completeness of Proposal  Completeness of response in accordance with RFP instructions and requirements. Proposal is neat, professional in appearance and bound appropriately for the document's thickness.	5
2.	Experience Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties, community development districts, or public agencies; strength and stability of the contractor.	10
3.	Qualifications of Key Personnel Qualifications of staff, adequacy of labor commitment, training programs for staff.	5
4.	Machinery, Equipment, and Manpower Proposer possesses adequate machinery, equipment, and manpower to perform the work in a high-quality manner or the ability to acquire said machinery, equipment, and manpower prior to contract start date. Financial stability and creditworthiness of Proposer will be considered.	40

5.	References Assessment of Proposer's work by client references and references with demonstrated success in providing similar product and installation. References must also indicate Proposer's ability to form positive and collaborative relationships with clients and clients' staff.	10
6.	Cost Cost Proposal will be evaluated using the following formula:  (Lowest Proposed Cost / Proposer's Cost) X 30 = Total Cost Points	30
Total		100

Once proposals are received, the Board of Supervisors will review each submittal and score each proposal based on the evaluation criteria. The award will be based on the proposal that is most advantageous to the CDD.

The CDD also reserves the right to seek clarification from prospective companies on any issue in a response, invite specific companies for site visits or oral presentations, or take any action it feels necessary to rigorously evaluate the submissions and construct a solution in the CDD's best interest.

Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

Do not attempt to contact any Board member, staff member or any person other than the appointed staff for questions relating to this RFP. Anyone attempting to lobby the CDD's representatives will be disqualified.

SECTION 20. BLACK OUT PERIOD/CONE OF SILENCE. The blackout period is defined as between the time the Request for Proposals is issued and the time the CDD awards the contract. During this black out period, any attempt by a Proposer or its representatives to influence the thinking of the CDD staff or officials related to this RFP, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of the Proposer from consideration for award and/or contract under this RFP. This does not apply to pre-solicitation conferences, contract negotiations, or communications with the CDD staff not concerning this RFP.

**SECTION 21. PRICING.** Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required forms. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing shall not increase throughout the term of the contract agreement executed.

SECTION 22. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular. Any reference to the "CDD" shall be construed to refer to Meadow Pointe II Community Development District and the CDD shall be the legislative authority for all matters concerning the CDD and the CDD's resulting contract.

SECTION 23. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to the proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the proposing firm's authorized signature affixed to the proposal attests to this.

### PROPOSAL FORM FOR SIDEWALKS / APRONS / CURBS /GUTTERS REPLACEMENT - PHASE 2 FOR

# MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT

TO BE SUBMITTED TO:

MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT c/o Sheila Diaz, Operations Manager on or before (date and time - TBD)

TO: Meadow Pointe II Community Development District FROM:

(Proposing Company)

In accordance with the Request for Proposal for Sidewalks / Aprons / Cubs / Gutters Replacement - Phase 2 for Meadow Point II Community Development District, the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the CDD.

All Proposals shall be in accordance with the Proposal Packet/Project Manual.

#### **ACKNOWLEDGEMENTS**

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. The proposing firm agrees through submission of this proposal to honor all pricing information for one hundred twenty (120) days from the date of the proposal opening and, if awarded the CDD Contract on the basis of this proposal, to enter into a contract agreement within fourteen (14) days after receiving notice of the award. Proposer understands that inclusion of false, deceptive, or fraudulent statements of this proposal constitutes fraud and that the CDD considers such action on the part of the proposing firm to constitute good cause for denial, suspension, or revocation of a proposal.

The undersigned hereby authorize(s) and request(s) any person, firm, or corporation to furnish any pertinent information requested by the CDD and/or its authorized agents, deemed necessary to verify the statements made in this proposal or attachments hereto, or regarding the ability, standing and general reputation of the proposing firm.

The undersigned further acknowledges the receipt of the Proposal Packet/Project Manual and all Proposal Documents related thereto.

# MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT SIDEWALK / DRIVEWAY REPLACEMENT SERVICES - PHASE 2 PROPOSAL FORM

I, repre	esenting	("Proposer"),
I, repre- agree to furnish the services required	in the scope/specification	s at the following prices:
I. Contract Proposal Amount:		
A. Contract Total	\$	
NAME OF PROPOSER:		
ADDRESS:		
PHONE:	FAX:	
SIGNATURE:		
PRINTED NAME:		
TITLE:		
DATE:		

## COLEHAVEN SIDEWALK / APRON / CURBS / GUTTERS REPLACEMENT

ITEM DESCRIPTION	<b>QUANTITY</b>	UNIT	PRICE
101-1 Mobilization	1	LS	\$
110-4-10 Removal of Existing Concrete	17	SY	\$
522-1 Concrete Sidewalks	17	SY	\$
522-2 Concrete Aprons		SY	\$
522-3 Concrete Curbs		LF	\$
522-3 Concrete Gutters		LF	\$

Includes removal of all tree roots under concrete areas to be replaced.

All concrete that is removed will be given to MPII CDD, the contractor will transport it to the districts lot on the corner of County line road and Mansfield boulevard.

Contractor will call 811 to have all utilities marked before any work begins. Contractor is the responsible party to repair or pay for repairs to any utilities and residents irrigation lines.

INITIAL CONTINGENCY \$10,000.00 (do not include this dollar figure in total price)
TOTAL CONTRACT AMOUNT \$
TOTAL CONTRACT DAYS
TOTAL CONTRACT AMOUNT WRITTEN OUT:
CONSTRUCTION FIRM ADDRESS:
CONSTRUCTION FIRM VENDOR NO.:
PRINTED NAME:
TITLE:

#### DEER RUN SIDEWALK / APRON / CURBS / GUTTERS REPLACEMENT

ITEM DESCRIPTION	QUANTITY	<u>PRICE</u>	
101-1 Mobilization	1	LS \$	
110-4-10 Removal of Existing Concrete	218	SY \$	
522-1 Concrete Sidewalks	155	SY \$	
522-2 Concrete Aprons	63	SY \$	
522-3 Concrete Curbs		LF \$	
522-3 Concrete Gutters	20	LF \$	

Includes removal of all tree roots under concrete areas to be replaced.

All concrete that is removed will be given to MPII CDD, the contractor will transport it to the districts lot on the corner of County line road and Mansfield boulevard.

Contractor will call 811 to have all utilities marked before any work begins. Contractor is the responsible party to repair or pay for repairs to any utilities and residents irrigation lines.

INITIAL CONTINGENCY \$10,000.00 (do not include this dollar figure in total price)
TOTAL CONTRACT AMOUNT \$
TOTAL CONTRACT DAYS
TOTAL CONTRACT AMOUNT WRITTEN OUT:
CONSTRUCTION FIRM ADDRESS:
CONSTRUCTION FIRM VENDOR NO.:
PRINTED NAME:
TITLE:

### GLENHAM SIDEWALK / APRON / CURBS / GUTTERS REPLACEMENT

ITEM DESCRIPTION	<b>QUANTITY</b>	<u>PRICE</u>	
101-1 Mobilization	1	LS \$	
110-4-10 Removal of Existing Concrete	44	SY \$	
522-1 Concrete Sidewalks	8	SY \$	
522-2 Concrete Aprons	36	SY \$	
522-3 Concrete Curbs		LF \$	
522-3 Concrete Gutters	164	LF \$	

Includes removal of all tree roots under concrete areas to be replaced.

All concrete that is removed will be given to MPII CDD, the contractor will transport it to the districts lot on the corner of County line road and Mansfield boulevard.

Contractor will call 811 to have all utilities marked before any work begins. Contractor is the responsible party to repair or pay for repairs to any utilities and residents irrigation lines.

INITIAL CONTINGENCY \$10,000.00 (do not include this dollar figure in total price)
TOTAL CONTRACT AMOUNT \$
TOTAL CONTRACT DAYS
TOTAL CONTRACT AMOUNT WRITTEN OUT:
CONSTRUCTION FIRM ADDRESS:
CONSTRUCTION FIRM VENDOR NO.:
PRINTED NAME:
TITLE:

### IVERSON SIDEWALK / APRON / CURBS / GUTTERS REPLACEMENT

ITEM DESCRIPTION	<b>QUANTITY U</b>	<u>PRICE</u>	
101-1 Mobilization	1	LS \$	
110-4-10 Removal of Existing Concrete	174	SY \$	
522-1 Concrete Sidewalks	74	SY \$	
522-2 Concrete Aprons	100	SY \$	
522-3 Concrete Curbs		LF \$	
522-3 Concrete Gutters	287	LF \$	

Includes removal of all tree roots under concrete areas to be replaced.

All concrete that is removed will be given to MPII CDD, the contractor will transport it to the districts lot on the corner of County line road and Mansfield boulevard.

Contractor will call 811 to have all utilities marked before any work begins. Contractor is the responsible party to repair or pay for repairs to any utilities and residents irrigation lines.

INITIAL CONTINGENCY \$10,000.00 (do not include this dollar figure in total price)
TOTAL CONTRACT AMOUNT \$
TOTAL CONTRACT DAYS
TOTAL CONTRACT AMOUNT WRITTEN OUT:
CONSTRUCTION FIRM ADDRESS:
CONSTRUCTION FIRM VENDOR NO.:
PRINTED NAME:
TITLE:

### LONGLEAF SIDEWALK / APRON / CURBS / GUTTERS REPLACEMENT

ITEM DESCRIPTION	<b>QUANTITY</b>	UNIT	PRICE
101-1 Mobilization	1	LS \$	
110-4-10 Removal of Existing Concrete	149	SY \$	
522-1 Concrete Sidewalks	127	SY \$	
522-2 Concrete Aprons	22	SY \$	
522-3 Concrete Curbs		LF \$	
522-3 Concrete Gutters	140	LF \$	

Includes removal of all tree roots under concrete areas to be replaced.

All concrete that is removed will be given to MPII CDD, the contractor will transport it to the districts lot on the corner of County line road and Mansfield boulevard.

Contractor will call 811 to have all utilities marked before any work begins. Contractor is the responsible party to repair or pay for repairs to any utilities and residents irrigation lines.

INITIAL CONTINGENCY \$10,000.00 (do not include this dollar figure in total price)
TOTAL CONTRACT AMOUNT \$
TOTAL CONTRACT DAYS
TOTAL CONTRACT AMOUNT WRITTEN OUT:
CONSTRUCTION FIRM ADDRESS:
CONSTRUCTION FIRM VENDOR NO.:
PRINTED NAME:
TITLE:

#### MORNINGSIDE SIDEWALK / APRON / CURBS / GUTTERS REPLACEMENT

ITEM DESCRIPTION	<u>QUANTITY</u>	UNIT	PRICE
101-1 Mobilization	1	LS \$	
110-4-10 Removal of Existing Concrete	299	SY \$	
522-1 Concrete Sidewalks	278	SY \$	
522-2 Concrete Aprons	21	SY \$	
522-3 Concrete Curbs		LF \$	
522-3 Concrete Gutters	62	LF \$	

Includes removal of all tree roots under concrete areas to be replaced.

All concrete that is removed will be given to MPII CDD, the contractor will transport it to the districts lot on the corner of County line road and Mansfield boulevard.

Contractor will call 811 to have all utilities marked before any work begins. Contractor is the responsible party to repair or pay for repairs to any utilities and residents irrigation lines.

INITIAL CONTINGENCY \$10,000.00 (do not include this dollar figure in total price)
TOTAL CONTRACT AMOUNT \$
TOTAL CONTRACT DAYS
TOTAL CONTRACT AMOUNT WRITTEN OUT:
CONSTRUCTION FIRM ADDRESS:
CONSTRUCTION FIRM VENDOR NO.:
PRINTED NAME:
TITLE:

# SEDGWICK SIDEWALK / APRON / CURBS / GUTTERS REPLACEMENT

ITEM DESCRIPTION	<b>QUANTITY</b> (	UNIT	P	<u>RICE</u>
101-1 Mobilization	1	LS	\$	
110-4-10 Removal of Existing Concrete	21	SY	\$	
522-1 Concrete Sidewalks	21	SY	\$	
522-2 Concrete Aprons		SY	\$	
522-3 Concrete Curbs		LF	7 \$	
522-3 Concrete Gutters		LF	· \$	

Includes removal of all tree roots under concrete areas to be replaced.

All concrete that is removed will be given to MPII CDD, the contractor will transport it to the districts lot on the corner of County line road and Mansfield boulevard.

Contractor will call 811 to have all utilities marked before any work begins. Contractor is the responsible party to repair or pay for repairs to any utilities and residents irrigation lines.

INITIAL CONTINGENCY \$10,000.00 (do not include this dollar figure in total price)
TOTAL CONTRACT AMOUNT \$
TOTAL CONTRACT DAYS
TOTAL CONTRACT AMOUNT WRITTEN OUT:
CONSTRUCTION FIRM ADDRESS:
CONSTRUCTION FIRM VENDOR NO.:
PRINTED NAME:
TITLE:

#### WRENCREST SIDEWALK / APRON / CURBS / GUTTERS REPLACEMENT

ITEM DESCRIPTION	QUANTITY	UNIT	PRICE
101-1 Mobilization	1	LS \$	
110-4-10 Removal of Existing Concrete	213	SY \$	
522-1 Concrete Sidewalks	167	SY \$	
522-2 Concrete Aprons	46	SY \$	
522-3 Concrete Curbs		LF \$	
522-3 Concrete Gutters	23	LF \$	

Includes removal of all tree roots under concrete areas to be replaced.

All concrete that is removed will be given to MPII CDD, the contractor will transport it to the districts lot on the corner of County line road and Mansfield boulevard.

Contractor will call 811 to have all utilities marked before any work begins. Contractor is the responsible party to repair or pay for repairs to any utilities and residents irrigation lines.

INITIAL CONTINGENCY \$10,000.00 (do not include this dollar figure in total price)
TOTAL CONTRACT AMOUNT \$
TOTAL CONTRACT DAYS
TOTAL CONTRACT AMOUNT WRITTEN OUT:
CONSTRUCTION FIRM ADDRESS:
CONSTRUCTION FIRM VENDOR NO.:
PRINTED NAME:
TITI E.

# **QUALIFICATION STATEMENT**

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# MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT

PROPOSER'S QUALIFICATION STATEMENT SIDEWALKS / APRONS / CURBS / GUTTERS REPLACEMENT - PHASE 2

(Name of Proposer)

# MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT PROPOSER QUALIFICATION STATEMENT

1.	Proposer:		/ / A Partnership		
		ny Name]	/_/ A Corporation /_/ A Subsidiary Corporation		
2.	Parent Company Name:				
3.	Parent Company Address:				
	Street Address				
	P.O. Box (if any)				
	City	State	Zip Code		
	Telephone Fax no				
	1st Contact Name		Title		
	2nd Contact Name		Title		
4.	Proposer Address (if differen	nt):			
	Street Address				
	P. O. Box (if any)				
	City	State	Zip Code		
	Telephone	Fa:	x no.		
	1st Contact Name		Title		
	2nd Contact Name		Title		
5.	List the location of the office from which the Proposer would provide services to the CDD.				
	Street Address				
	City	State	Zip Code		
	Telephone	Fa	x No		
	1st Contract Name		Title		

6.		Is the Proposer incorporated in the State of Florida? Yes ( ) No ( )					
6.1	If yes,	provide the following:					
		• Is the Proposer in good standing with the Florida Department of State, Division of Corporations? Yes ( ) No ( )					
	If	no, please explain					
	• Da	rate incorporated Charter No					
6.2	If no, 1	provide the following:					
	• T1	he state with whom the Proposer is incorporated?					
	• Is	the Proposer in good standing with that state? Yes ( ) No ( )					
	If	no, please explain					
		Date incorporated Charter No					
		• Is the Proposer authorized to do business in the State of Florida? Yes ( ) No ( )					
	6.3	If Proposer is not incorporated; please identify the type of business entity (i.e.: Limited Liability Company, Partnership, etc.) and the number of years Proposer has been in the business of providing sidewalks / aprons / curbs / gutters replacement services.					
7.		he Proposer provided services for a community development district or similar community ously? Yes ( ) No ( )					
	7.1	If yes, provide the following on a separate page:					
		<ul> <li>Number of contracts Proposer has executed with community development district and/or similar communities during the past five (5) years and the names of the entitie as well as the length of the contract and whether each such community is still a curren client.</li> </ul>					

8.	What are the Proposer's current insurance limits?
	General Liability \$ Automobile Liability \$ Umbrella Coverage \$ Workers Compensation \$ Expiration Date
9.	Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts in any state(s)? Yes () No () If so, state the name(s) of the company(ies)
	The state(s) where barred or suspended State the period(s) of debarment or suspension
10.	Has the Proposer ever failed to fulfill its obligations under any contract awarded to it?  Yes No If so, where and why?
11.	Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract?  Yes () No () If so, state name of individual, other organization and reason(s) therefore.
12.	List any and all litigation to which the Proposer or any of its affiliates has been a party in the last five (5) years.
13.	Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? If so, discuss the circumstances. surrounding such denial or disqualification as well as the date thereof.
	surrounding such demai of disquamication as well as the date thereof.

5.	List three (3) jobs (including company, contact person, and telephone number) lost (if any) in the previous twelve (12) months and the reason(s) why:
	List technicians and include number of years of experience:

- 17. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.
- 18. Attach any certifications or documentation regarding educational experience of key personnel that would assist the CDD in evaluating the quality and experience of such personnel.
- 19. Key Personnel: Describe any experience of the principal individuals (foremen, superintendents, etc.) who are responsible for the actual installation and maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

X/ X/'.1 T'
Yrs. With Firm
Position
Yrs. With Firm
Position
Yrs. With Firm
_

Name		Position
Type of Work	Yrs. Experience	Yrs. With Firm
Name		Position
Type of Work	Yrs. Experience	Yrs. With Firm
pertinent information requested b statements made in this document CDD should consider the Propos	te(s) and request(s) any person, fing y the CDD or its authorized agents or documents attached hereto, or no sing firm for award under this RF rity, quality of performance, efficient	s, deemed necessary to verify the ecessary to determine whether the P, including such matters as the
Name of Proposing Firm		
	[Type Na	ame and Title of Person Signing]
Thisday of	, 202	
STATE OF FLORIDA COUNTY OF		
, 202, by _	nowledged before me on this,	as of
He or she is ( ) personally known as identification.	to me; or ( ) has produced	. ,
SWORN to and subscribed	l before me thisday of	, 202
	Signature of Notary Publ	lic
	Printed name of Notary I	Public

# **CORPORATE OFFICERS**

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

Provide the following information for Officers of the Proposing Firm and parent company, if any.			
NAME (PROPOSING FIRM)	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
NAME (PARENT COMPANY - if applicable)			

# AFFIDAVIT FOR INDIVIDUAL

State of	ss:	
County of		
and says that the statements and answers corporate officers contained herein are corrand that he/she understand	to the questions concer- rect and true as of this daths that intentional inclus	ate. ion of false, deceptive or
fraudulent statements on this statement con of the Proposing Firm to constitute good ca		
	(Proposing Firm mu	st also sign here)
STATE OF FLORIDA COUNTY OF		
The foregoing instrument was acknowledge , 202 , by	ed before me on this	day of as
, 202, by		, a
known to me; or ( ) has produced		He or she is () personally, as identification.
SWORN to and subscribed before me this		
	Signature of Notary P	ublic
	Printed name of Nota	ry Public

# AFFIDAVIT FOR PARTNERSHIP

State of	ss:
County of	
statements and answers to the questions co are correct and true as of the date of this affi of false, deceptive, or fraudulent statements	, is a member of the firm of, being duly sworn, deposes and says that the neerning the qualification statement and corporate officer davit; and, that he/she understands that intentional inclusion on this statement constitutes fraud; and such action on the red to constitute good cause for rejecting Proposing Firm'
(Signatu	re of a General Partner is Required)
STATE OF FLORIDA COUNTY OF	
The foregoing instrument was acknowledge, 202, by	d before me on this day of, as
or ( ) has produced	, as, a, a, a identification.
SWORN to and subscribed before me this _	day of , 202
	Signature of Notary Public
	Printed name of Notary Public

# AFFIDAVIT FOR CORPORATION

State of	ss:	
County of		
(title) of the		
(a corporation described herein) being duly the questions in the foregoing concerning the and true as of the date of this affidavit; and deceptive or fraudulent statements in this st Proposing Firm will be considered good cau	he qualification statement and cor I, that he/she understands that inte tatement constitutes fraud; and suc	porate officers are correct entional inclusion of false, th action on the part of the
r roposing r mm win oe considered good ede	ase for rejection of Froposing Fina	ii s proposui.
	(Officer must also sign here)	CORPORATE SEAL
STATE OF FLORIDA COUNTY OF		
The foregoing instrument was acknowledge, 202, by _	ed before me on this	day of , as
of, 202, by _	He or she is ( ) personally know , as identification.	wn to me; or ()
SWORN to and subscribed before me this _	day of	, 202
	Signature of Notary Public	
	Printed name of Notary Public	

# SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

# THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1.	This sworn statement is submitted to Meadow Pointe II Community D District.	evelopment	
2.	This sworn statement is submitted by whose business address is  (Print Name of Entity Submitting Statement	Sworn Statement)	
	and (if applicable) its Federal Employer Identification Number (FEIN)	) is	
	(If the entity has no FEIN, include the Social Security Number of signing this sworn statement:		
3.	My name is and my relations	ship to the	
	entity named above is	·	
4.	I understand that a "public entity crime" as defined in Paragraph 287.1 means a violation of any state or federal law by a person with respect to transaction of business with any public entity or with an agency or pother state or with the United States, including, but not limited to, any or services to be provided to any public entity or an agency or political state or of the United States and involving antitrust, fraud, theft, briber conspiracy, or material misrepresentation.	o and directly related to the olitical subdivision of any bid or contract for goods al subdivision of any other	
5.	I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florid Statutes, means a finding of guilt or a conviction of a public entity crime, with or without a adjudication of guilt, in any federal or state trial court of record relating to charges brought be indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of plea of guilty or nolo contendere.		
6.	I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), means:	Florida Statutes,	
	A) A predecessor or successor of a person convicted of a public en	tity crime; or,	
	B) An entity under the control of any natural person who is active	in the management of the	

those officers, directors, executives,

entity and who has been convicted of a public entity crime. The term "affiliate" includes

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.

- 7. 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.
- 8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

  \_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have 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 the officers, directors, executives, partners, shareholders, employees, members or agents who are active in 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, AND (please indicate which additional statement applies):

  \_\_\_\_ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has no (Please describe any action taken by or		
Services.)	pending with the Fior	ida Department of Ivianag
Services.)		
	Data	
	Date:	
ATE OF FLORIDA		
OUNTY OF		
e foregoing instrument was acknowledged be	efore me on this	day of
of, 202, by		, as
of	1 ' / \ 11 1	, a
He of	r sne is ( ) personally kr	nown to me; or () has
duced, as i	dentification.	
VORN to and subscribed before me this	day of	202
	day or	, 202
Sig	gnature of Notary Publi	c
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Pri	inted name of Notary P	ubiic

#### "DRAFT" SIDEWALK / APRONS / CURBS / GUTTERS REPLACEMENT - PHASE 2 AGREEMENT

This Agreement ("Contract"), is made between MEADOW POINTE II CDD COMMUNITY DEVELOPMENT DISTRICT (hereinafter referred to as "CDD" or "Owner"), a community development district organized under the laws of the State of Florida and established pursuant to Chapter 190, Florida Statutes, being situated in Pasco County, Florida, and having offices at c/o Meadow Pointe II CDD, 30051 County

Line Road, Wesley Chapel, Florida 33543, and	
(Hereinafter referred to as "Contractor") located at _	

#### RECITALS

WHEREAS, the CDD was established for the purpose of financing, funding, planning, establishing, acquiring, constructing, or reconstructing, enlarging or extending, equipping, operating and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the CDD has a need to retain an independent contractor to provide sidewalk / Aprons / Curbs / Gutters replacement services within the communities in the Meadow Pointe II CDD; and

WHEREAS Contractor submitted a proposal (hereinafter "Proposal") and incorporated herein by reference, and represents that it is qualified to serve as contractor for this project and provide said sidewalk / driveway replacement services to the CDD.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and the CDD agree as follows:

#### I. INCORPORATION OF RECITALS

The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

#### II. DESCRIPTION OF WORK

The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as more fully set forth in the scope of services attached hereto as Exhibit "A" and the Plans attached hereto as Exhibit "C", or any

Additional Services Order subject to this Contract (hereinafter referred to as the "Contract Work"). A site map of the CDD showing the sidewalk / apron / curb / gutter replacement areas to be performed by the Contractor is attached hereto as **Exhibit "B"**.

While performing the Contract Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating whenever on site with the MPII CDD operations Manager, expediting, and controlling all aspects to assure completion of the Contract Work in accordance with the Proposal and attached specifications. All work shall be performed in a neat and professional manner reasonably acceptable to the CDD and shall be of the very highest quality at least in accordance with industry standards. The performance of all services by the Contractor under this Contract and related to this Contract shall conform to any written instructions issued by the CDD.

- 1. Should any work and/or services be required which are not specified in this Contract, Additional Services Order, or any addenda, but which are nevertheless necessary for the proper provision of services to the CDD, such work or services shall be fully performed by the Contractor as if described and delineated in this Contract.
- 2. The Contractor agrees that the CDD shall not be liable for the payment of any work or services unless the CDD, through an authorized representative of the CDD, authorized the Contractor, in writing, to perform such work.
- 3. The CDD shall designate in writing one or more individuals to act as the CDD's representative(s) with respect to the Contract Work. The CDD's representative(s) shall have complete authority to transmit instructions, receive information, interpret, and define the CDD's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contract Work.
- 4. Contractor shall use due care to protect the property of the CDD, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Contract Work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier. The Contractor will call 811 and have all utilities marked be work is to begin. Any damages to utility lines or irrigation will be the contractor's responsibility to repair or to pay the cost of repairs.

### **III. CONTRACT SUM; TERM**

The CDD agrees to pay the Contractor for the Contract Work not-to-exceed the sum of

1. If the CDD should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an Additional Services Order, addendum, or change order to this Contract. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

- 2. The CDD may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the CDD by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the CDD shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the CDD, that any indebtedness of the Contractor, as to services to the CDD, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- 3. The Contractor shall maintain records conforming to usual accounting practices. The Contractor must render monthly invoices to the CDD, in writing, which shall be delivered or mailed to the CDD by the fifth (5<sup>th</sup>) day of the next succeeding month. Each monthly invoice will include such supporting information as the CDD may reasonably require the Contractor to provide. Within thirty (30) days of receipt of said invoice and supporting documentation, the CDD shall remit payment to Contractor in accordance with the monthly invoice. The CDD reserves the right to withhold all, or any portion of a payment should the work not be completed in accordance with scope and terms set forth in this Contract, or otherwise found to be deficient, and such deficiencies are not corrected within the manner and timeframe prescribed by the CDD after having been brought to the Contractor's attention. The CDD also reserves the right to hire an outside vendor to complete and/or correct deficient work if Contractor fails to correct as set forth above and charge such costs to Contractor.

## IV. TIME OF COMMENCEMENT

The work to be performed under this Contract shall commence after providing the CDD a requisite insurance referenced herein and no later than \_\_\_\_\_\_ .

#### V. CONTRACTOR'S REPRESENTATIONS

In order to induce the CDD to enter into this Contract, Contractor makes the following representations, upon which the CDD has actually and justifiably relied:

- 1. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise and resources to perform all required work.
- 2. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Contract.
- 3. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Contract.
- 4. The Contractor agrees to be responsible for the sidewalk / Apron / Curb / Gutter replacement services. The Contractor shall be strictly liable for the warranty and functionality of the sidewalk / Apron / Curb / Gutter replacement after the project is complete. The Contractor shall not be responsible for wind damage, or damages due to vandalism. The Contractor shall immediately notify the CDD if the above incident occurs.

## VI. DUTIES AND RIGHTS OF CONTRACTOR

Contractor's duties and rights are as follows:

- 1. Responsibility for and Supervision of Project: Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
- 2. Discipline, Employment: Contractor shall maintain, always, strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on the property. Contractors are required to sign in and out at the clubhouse.
- 3. Furnishing of Labor, Materials/Liens and Claims: Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Contract. Contractor waives the right to file mechanic's and construction liens. The Contractor shall keep the CDD's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Contract, and the

Contractor shall immediately discharge any such claim or lien. If the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the CDD, in addition to all other remedies available under this Contract, may terminate this Contract. The "CDD Representatives" shall have complete authority to transmit instructions, receive information, interpret, and define the CDD's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This authority shall include, but not be limited to, verification of correct timing of services to be performed. The CDD hereby designates Sheila Diaz and Robert Dvorak, P.E. and other representatives of Meadow Pointe II CDD to act as the CDD's Representatives. The CDD shall have the right to change its designated representatives at any time by written notice to the Contractor

- 4. Safety. Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Contract Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract. Contractor shall comply with all OSHA standards. Contractor shall take precautions, always, to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones. The Contractor will have all utilities marked before work will start.
- 5. Environmental Activities. The Contractor agrees to use best management practices, consistent with industry standards. The Contractor shall keep all equipment clean and properly dispose of waste. The Contractor shall be responsible for any environmental cleanup, and correcting any other harm resulting from the Work to be performed by Contractor.

## **VII. INDEMNIFICATION**

Contractor does hereby indemnify and hold harmless the CDD, its officers, agents and employees, and volunteers from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Contract. In accordance with Section 725.06, Fla. Stat., the CDD and the Contractor agree that Contractor's responsibility regarding the foregoing indemnification shall not exceed One Million Dollars (\$1,000,000.00). The parties specifically agree that the limitation amount bears a reasonable commercial relationship to the Contract.

In any and all claims against the CDD or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Contractor shall and does hereby indemnify and hold harmless the CDD and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

## **VIII. INSURANCE**

- 1. Before performing any Contract Work, the Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the CDD and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the CDD.
- 2. WORKERS' COMPENSATION: The Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.

In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the CDD. All documentation must be provided to the CDD at the address listed below.

No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site. All contractors and subcontractors shall have workers' compensation insurance.

3. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.

- 4. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
- 5. UMBRELLA LIABILITY: With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- 6. Each insurance policy required by this Contract shall:
  - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
  - b. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the CDD.
  - c. Be written to reflect that the aggregate limit will apply on a per claim basis.
- 7. The CDD shall retain the right to review, at any time, coverage, form, and amount of insurance.
- 8. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability or to fulfill the indemnification provisions and requirements of this Contract.
- 9. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the CDD is an insured under the policy.
- 10. Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and copies of all endorsements are to be furnished to the CDD prior to commencement of the Contract Work, and a minimum of 10 calendar days before the expiration of the insurance contract when applicable. All insurance certificates shall be received by the CDD before the Contractor shall commence or continue work.
- 11. Notices of accidents (occurrences) and notices of claims associated with the work being performed under this Contract shall be provided to the Contractor's insurance company and to the CDD as soon as practicable after notice to the insured.
- 12. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

- 13. All policies required by this Contract, except for Workers' Compensation or unless specific approval is given by the CDD, are to be written on an occurrence basis, shall name the CDD, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract. Insurer(s), except for Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the CDD, its Supervisors, Officers, Agents, Employees or Volunteers.
- 14. If the Contractor fails to have secured and maintained the required insurance, the CDD has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the CDD's obtaining the required insurance.

## IX. EARLY TERMINATION FOR BREACH OF CONTRACT

- 1. Contractor's Termination. Contractor may terminate this Contact with sixty (60) days' written notice with or without cause. Termination notice must be sent to and received by the CDD by certified mail. The sixty (60) day notice shall commence on the day of actual receipt of said written notice by the CDD.
- 2. CDD's Termination. The CDD may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to the Contractor, terminate this contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail. The thirty (30) day notice shall commence on the day of mailing of said notice to the Contractor. In case of such termination for the CDD's convenience, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the CDD may have against the Contractor. On such termination, the CDD may take possession of the work site and all materials thereon, and finish the work in whatever way it deems expedient. If the expense of finishing the work exceeds the unpaid balance at the time of termination, the Contractor agrees to pay the difference to the CDD within ten (10) days after written notice.

On a default by the Contractor, the CDD may elect not to terminate the contract, and in such event, it may make good the deficiency in which the default consists and deduct the costs from the payment then or to become due to Contractor. On a default by the Contractor, the CDD further reserves the right to pursue any and all remedies available under the law, including but not limited to equitable and legal remedies.

## X. ATTORNEY'S FEES

If any dispute occurs between the parties because of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, trial, bankruptcy and/or appellate proceedings, as well as attorney's fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

## XI. MISCELLANEOUS

- 1. No assignment by either party to this Contract of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.
- 2. Contractor binds itself, its partners, successors, assigns, and legal representatives to the CDD and any of the CDD's successors, assigns, and legal representatives of the CDD in respect of all covenants, contracts, and obligations contained in this Contract. No employees, agents, or representatives of the CDD are personally or individually bound by this Contract.
- 3. Contractor agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the Owner in order to perform the services under the Contract by doing the following: upon the request of the Owner's Custodian of Public Records, providing the Owner with copies of or access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following completion of the Contract if the Contractor does not transfer the records to the Owner; and upon completion of the Contract by transferring, at no cost, to the Owner all public records in possession of the Contractor or by keeping and maintaining all public records required by the CDD to perform the services. If the Contractor transfers all public records to the CDD upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the

Owner's Custodian of Public Records, in a format that is compatible with the information technology systems of the Owner.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CDD'S CUSTODIAN OF PUBLIC RECORDS, SANDRA DEMARCO, INFRAMARK SERVICES, 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FL 33071 TEL. 954-7535841, SANDRA.DEMARCO@INFRAMARK.COM.

- 4. The laws of the State of Florida shall govern all provisions of this Contract. In the event the parties to this Contract cannot resolve a difference with regards to any matter arising here from, the dispute will be referred to court-ordered mediation pursuant to Section 44.102, Fla. Stat., as amended. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Pasco County, Florida.
- 5. This Contract and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.
- 6. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
- 7. The execution of this Contract has been duly authorized by the appropriate body or official of the CDD and the Contractor, both the CDD and the Contractor have complied with all the requirements of law, and both the CDD and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
- 8. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CDD and the Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 9. To the extent the terms described in the attachments conflict with the terms of the Contract document, the terms of this Contract and the original Request for Proposal shall control.

10. Notices: Unless specifically stated to the contrary elsewhere in this Contract, where notice is required to be provided under this Contract, notice shall be deemed sent upon transmittal of the notice by email and by U.S. Mail to the other party at the addresses listed below and shall be deemed received upon actual receipt by mail or email, whichever is first:

**To CDD:** Meadow Pointe II CDD Community Development District

30051 County Line Road Wesley Chapel, FL 33543

Attn: Sheila Diaz, Operations Manager

With copies to: Robert Dvorak, P.E.

536 4<sup>th</sup> Avenue South, Unit 4 St. Petersburg, FL 33701

Andrew Cohen, Esq. 6853 Energy Court

Lakewood Ranch, FL 34240

**To Contractor:** 

This portion left blank.

# IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:	MEADOW POINTE II CDD COMMUNITY DEVELOPMENT DISTRICT
Signature	Signature
By:  □ Secretary  □ Assistant Secretary	By:  □ Chairperson  □ Vice Chairperson
	Date:
ATTEST:	CONTRACTOR
Signature	Signature
By:	By:
Date	

## EXHIBIT "A" SCOPE OF SERVICES

#### SIDEWALKS / APRONS / CURBS / GUTTERS REPLACEMENT - PHASE 2

- 1) SCOPE This project consists of replacing damaged sidewalks, apron, curbs, and gutters within six (7) sub-divisions of Meadow Pointe II CDD located in Wesley Chapel, Florida. Qualified firms(s) bidding on this proposal must provide all equipment and materials described in this documentation, but are not limited to the following:
  - 1) Mobilization.
  - 2) Call 811 have all utilities marked before starting work.
  - 3) Prevent concrete and/or debris from entering existing inlets during construction.
  - 4) Remove and replaced damaged sidewalks.
  - 5) Remove and replaced damaged Aprons.
  - 6) Remove and replace damaged curb and gutters.
  - 7) Transport all removed concrete to MPII CDD property on County Line Road and Mansfield boulevard.
  - 8) Remove all roots that are under the concrete that is replaced.
  - 9) Repair or replace all irrigation that is damaged by removing the sidewalks, aprons, gutters, and curbs.
  - 10) Clean up site.
  - 2) CLEAN UP At no time will the CONTRACTOR leave the premises after completion of any work in any type of disarray. All debris, dirt or any other unsightly material shall be removed promptly upon completion of work. The CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Any damage to utilities or irrigation will be reported to the operation manager daily. CONCRETE AND/OR DEBRIS SHALL BE PREVENTED FROM ENTERING EXISTING INLETS.

## EXHIBIT "B" SITE PLANS



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MEADOW POINTE II CE SIDEWALK RFP COLEHAVEN (2)

MEADOW POINTE II CDD

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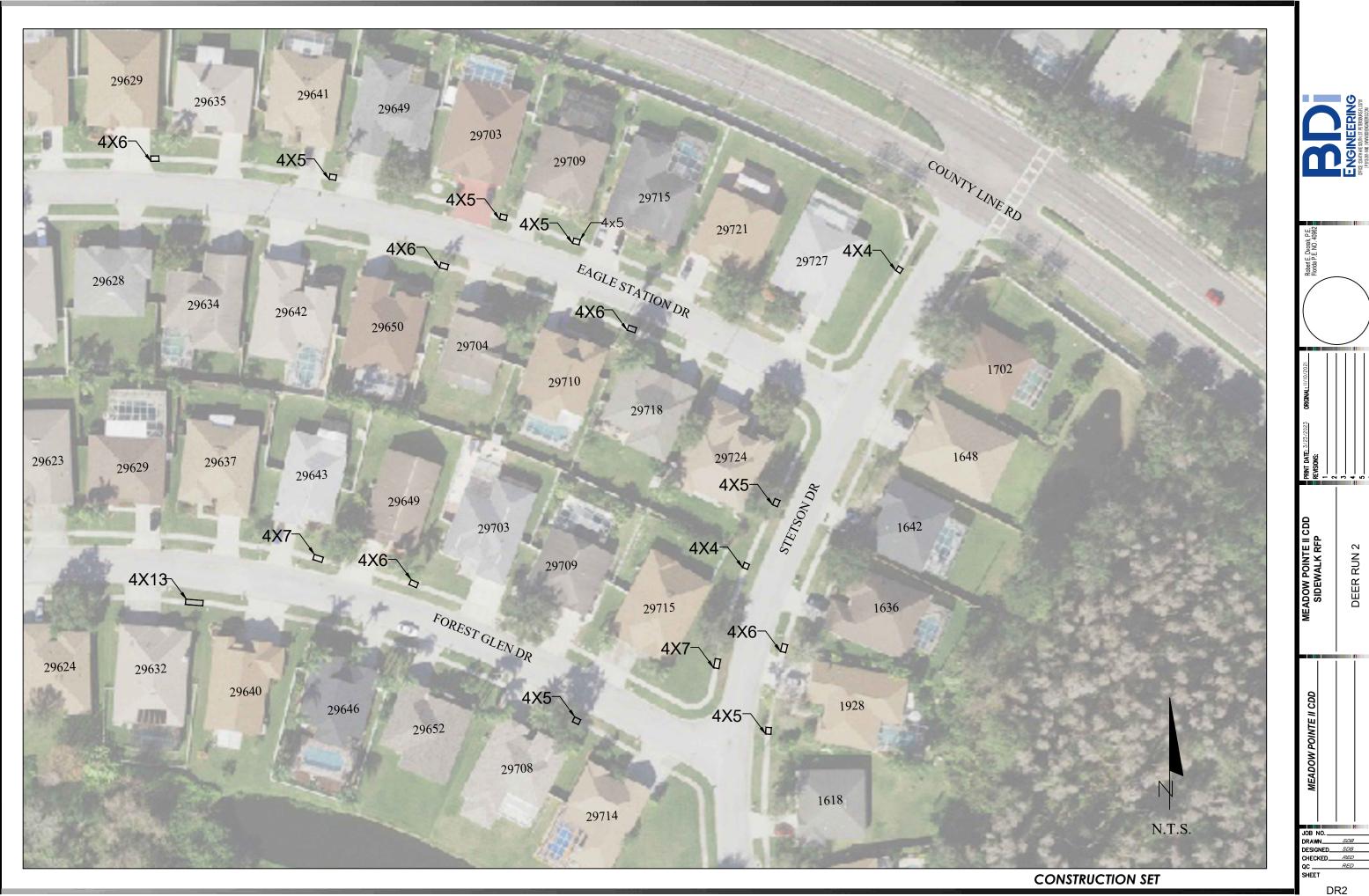
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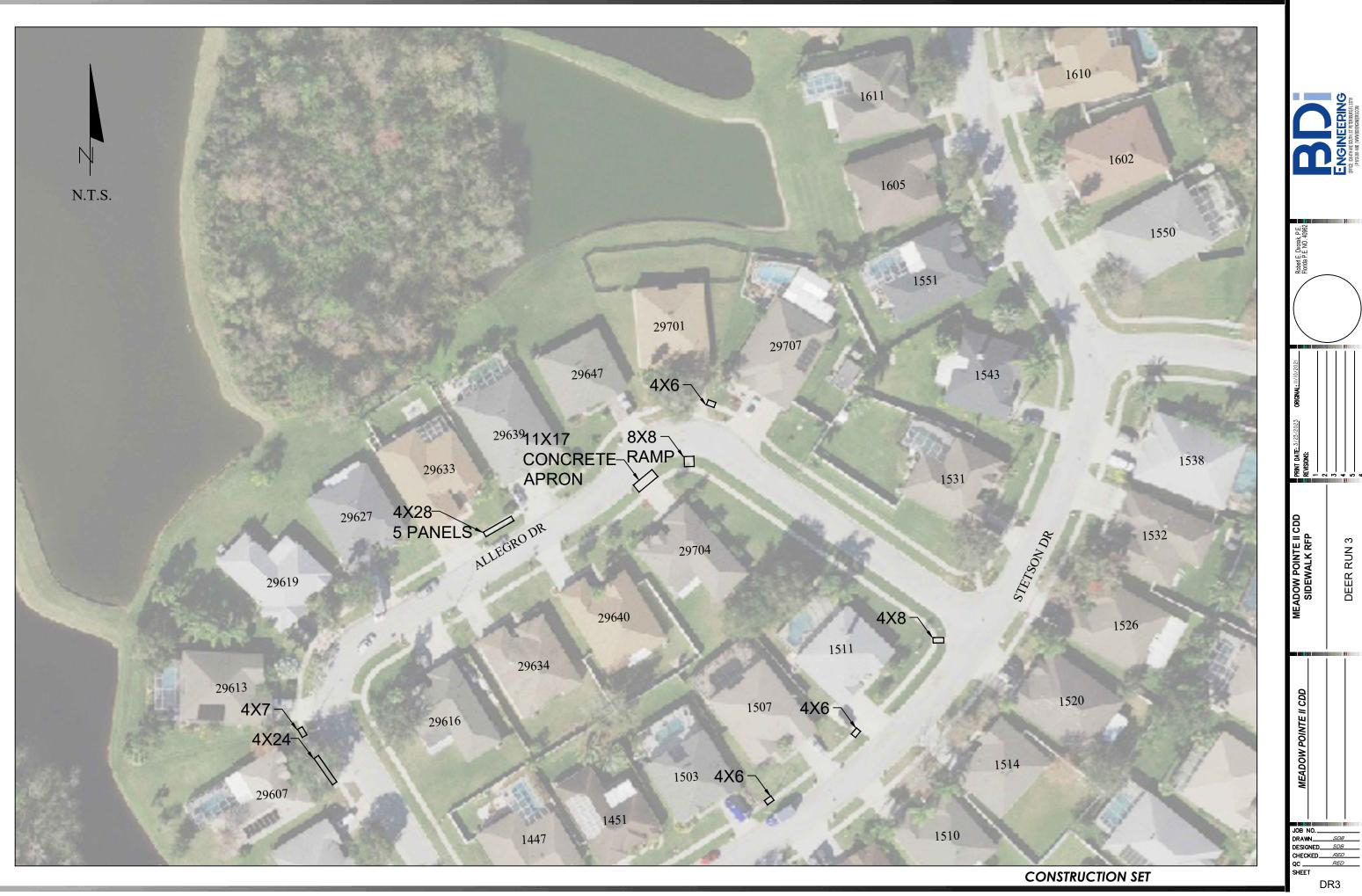








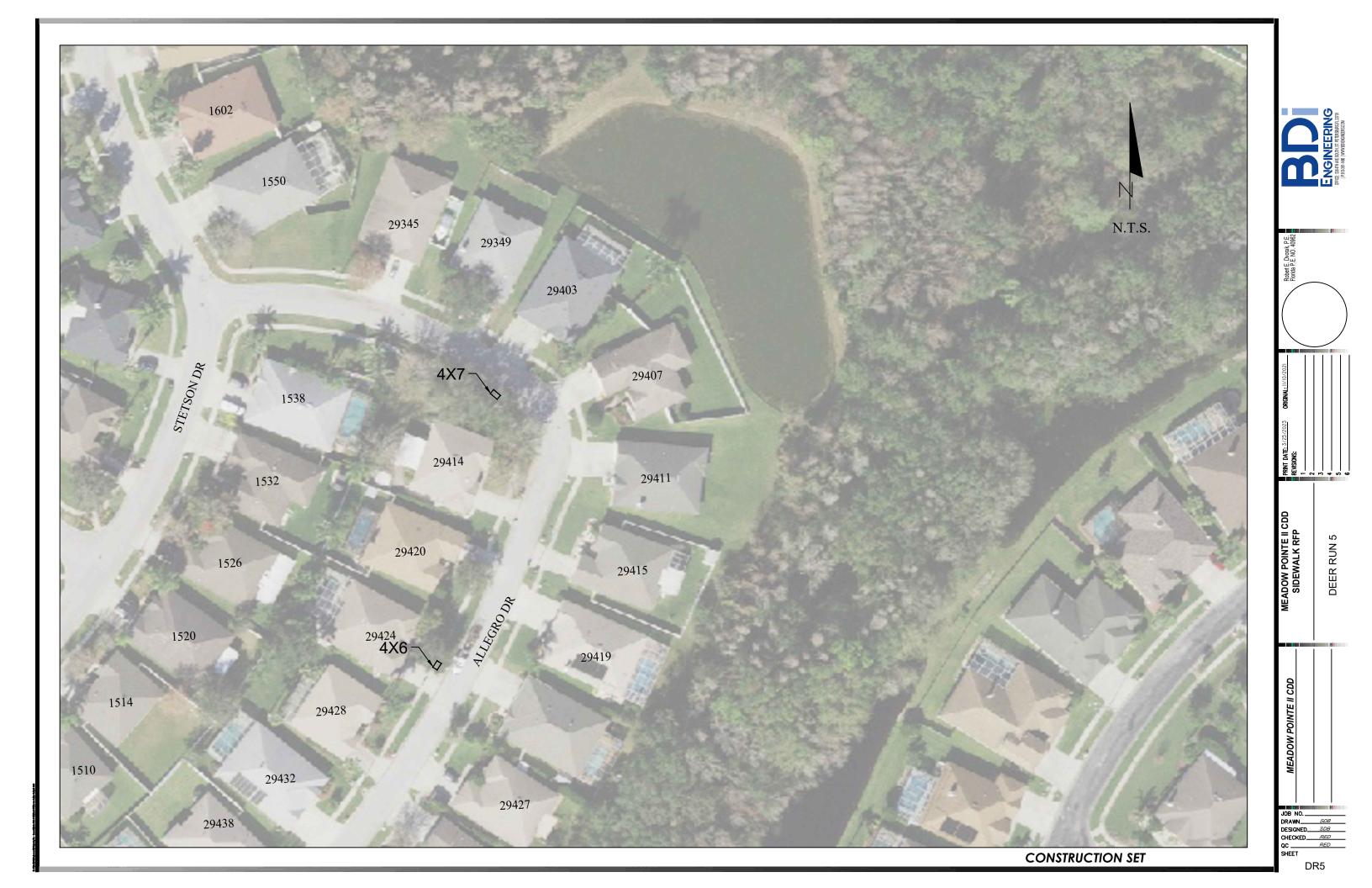






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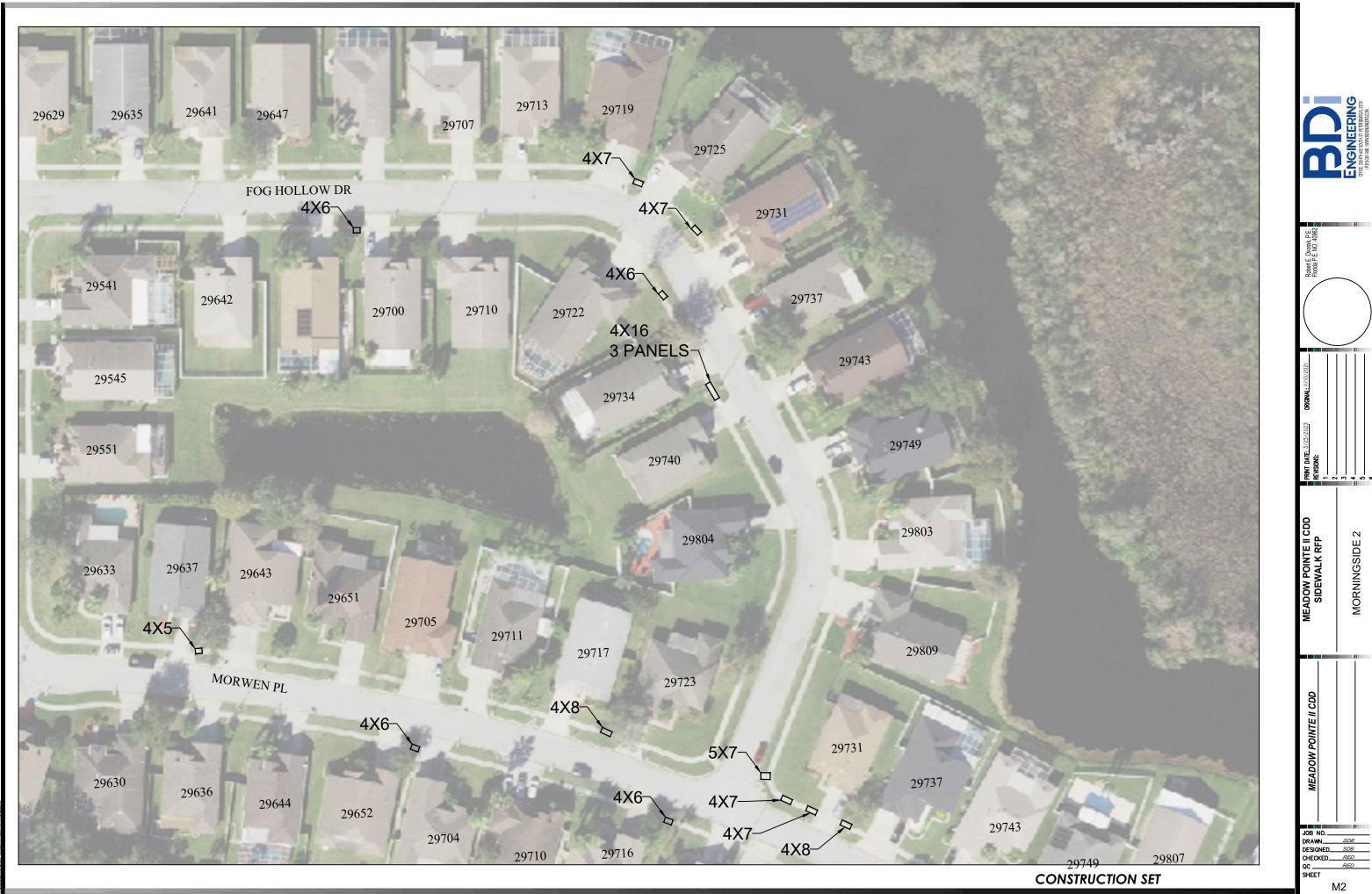
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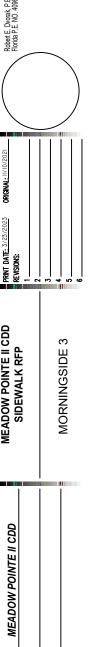












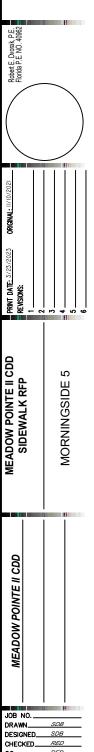




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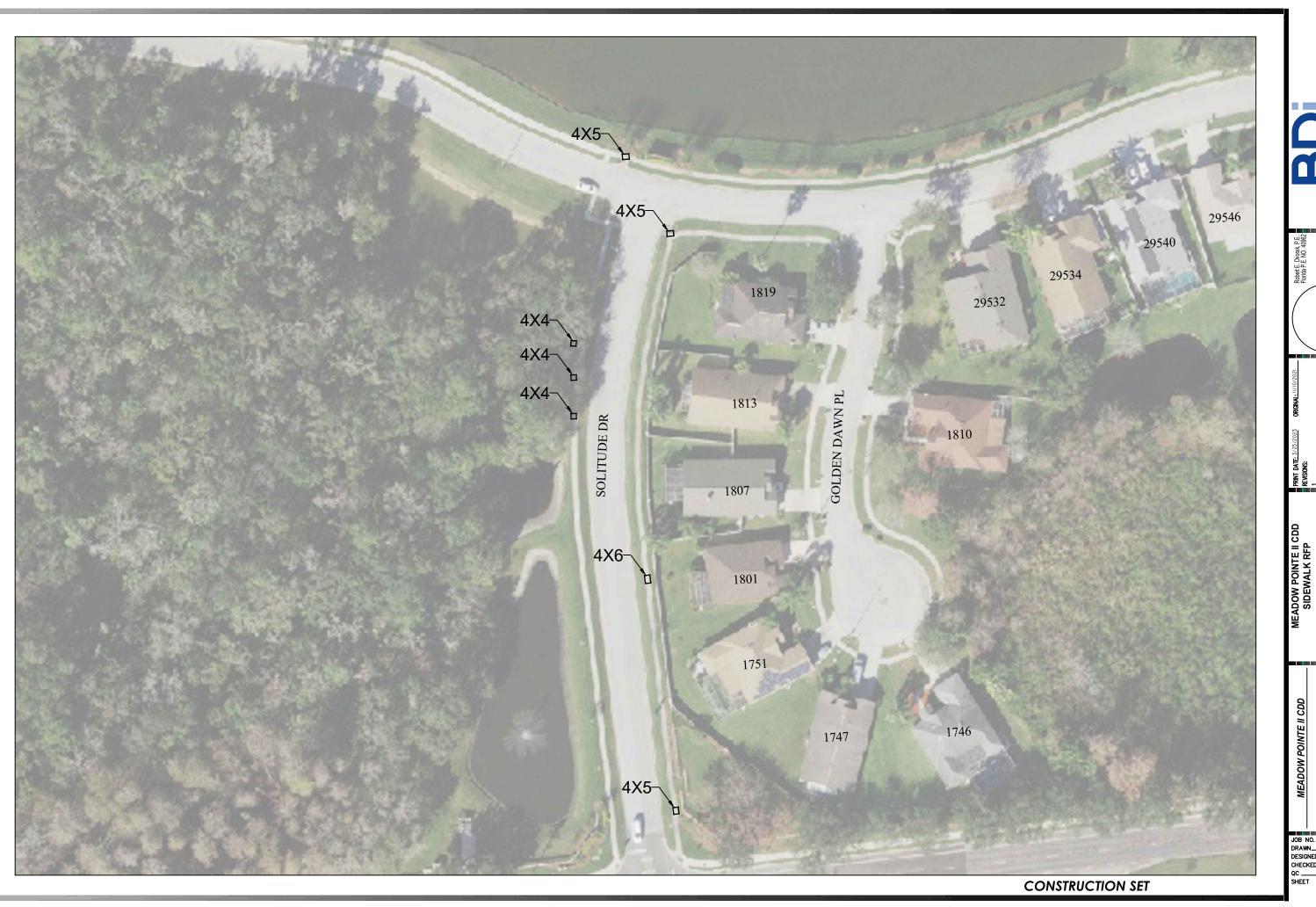


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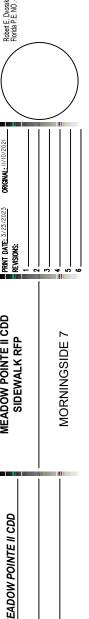










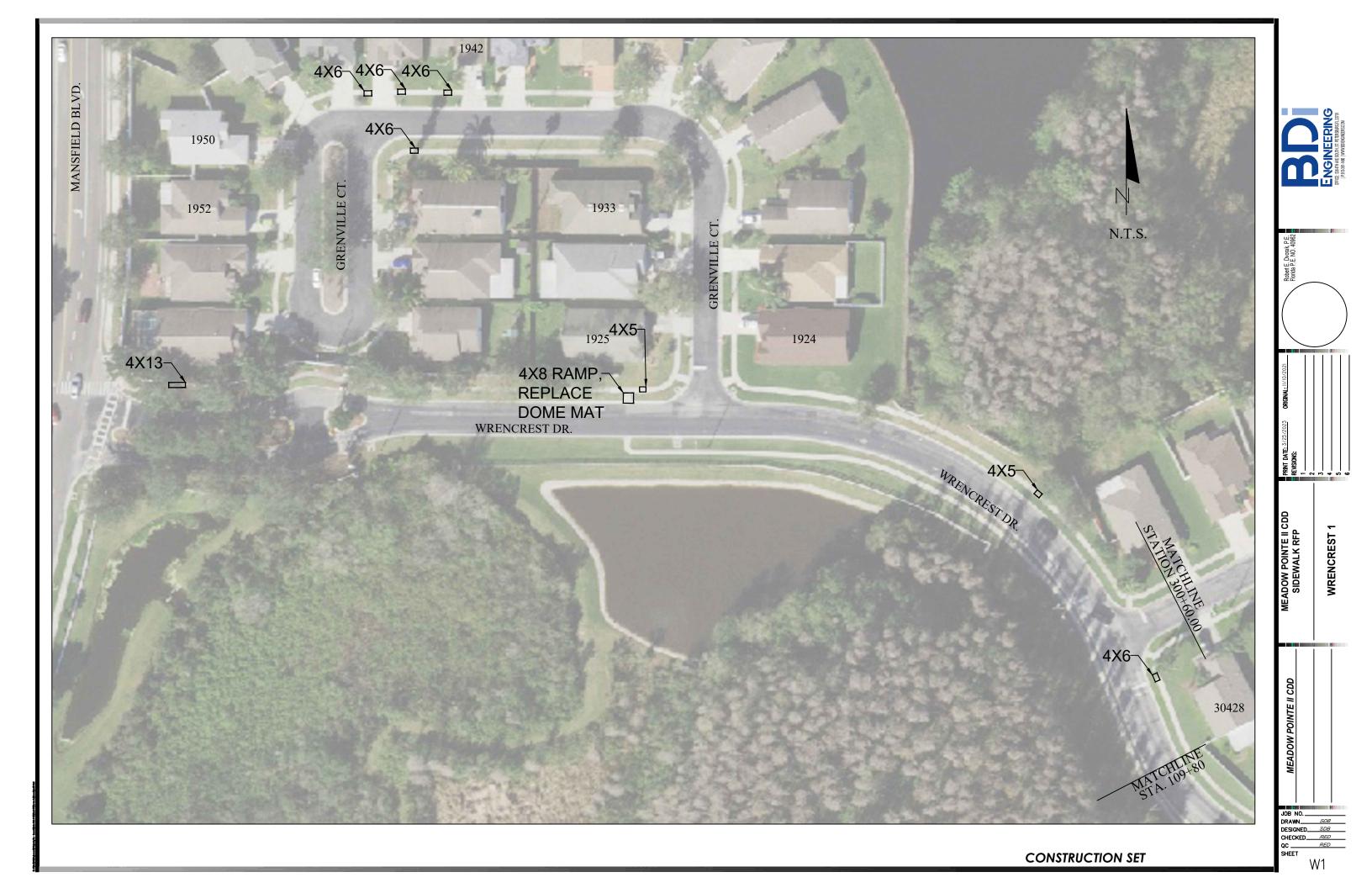


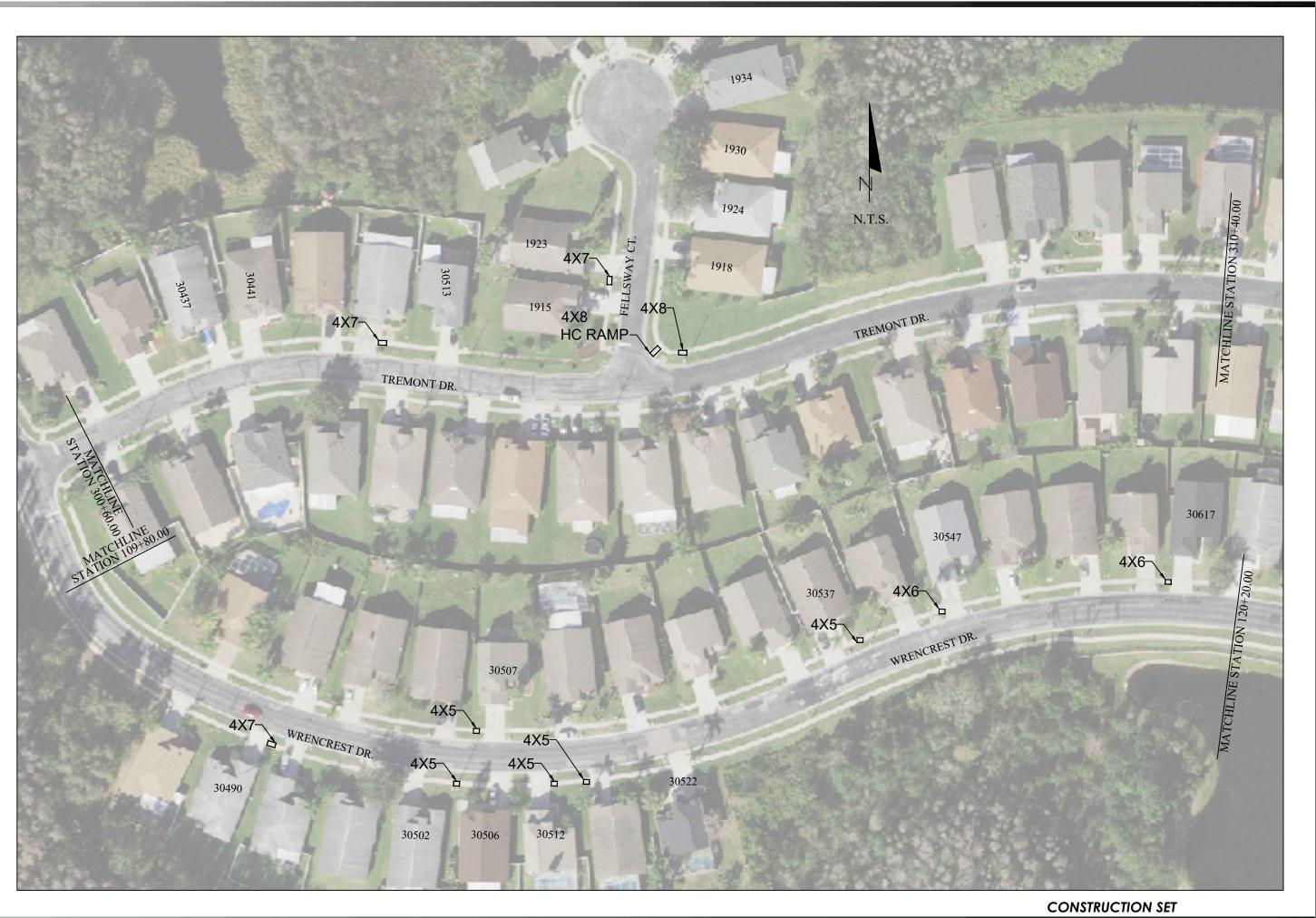






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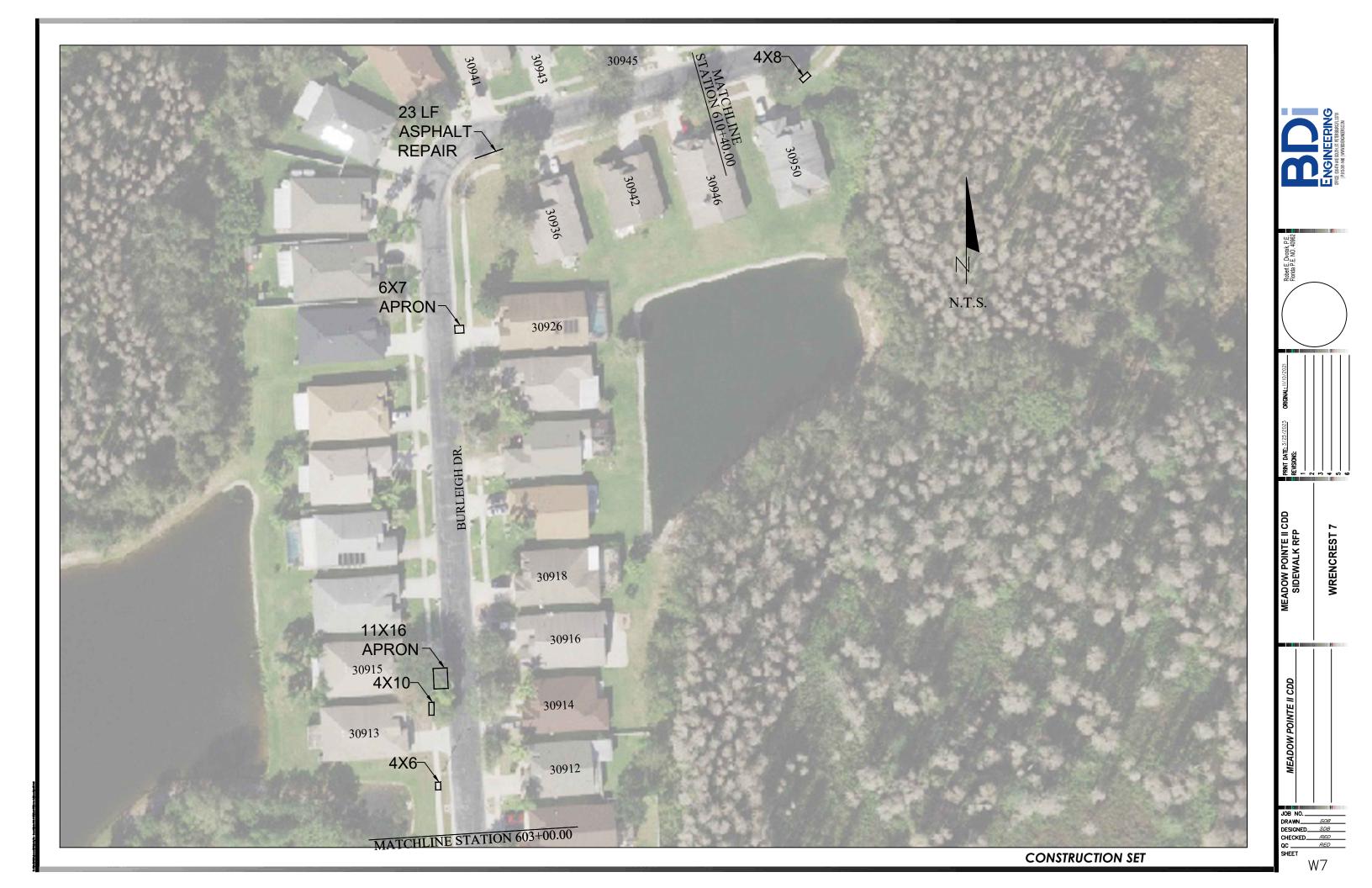
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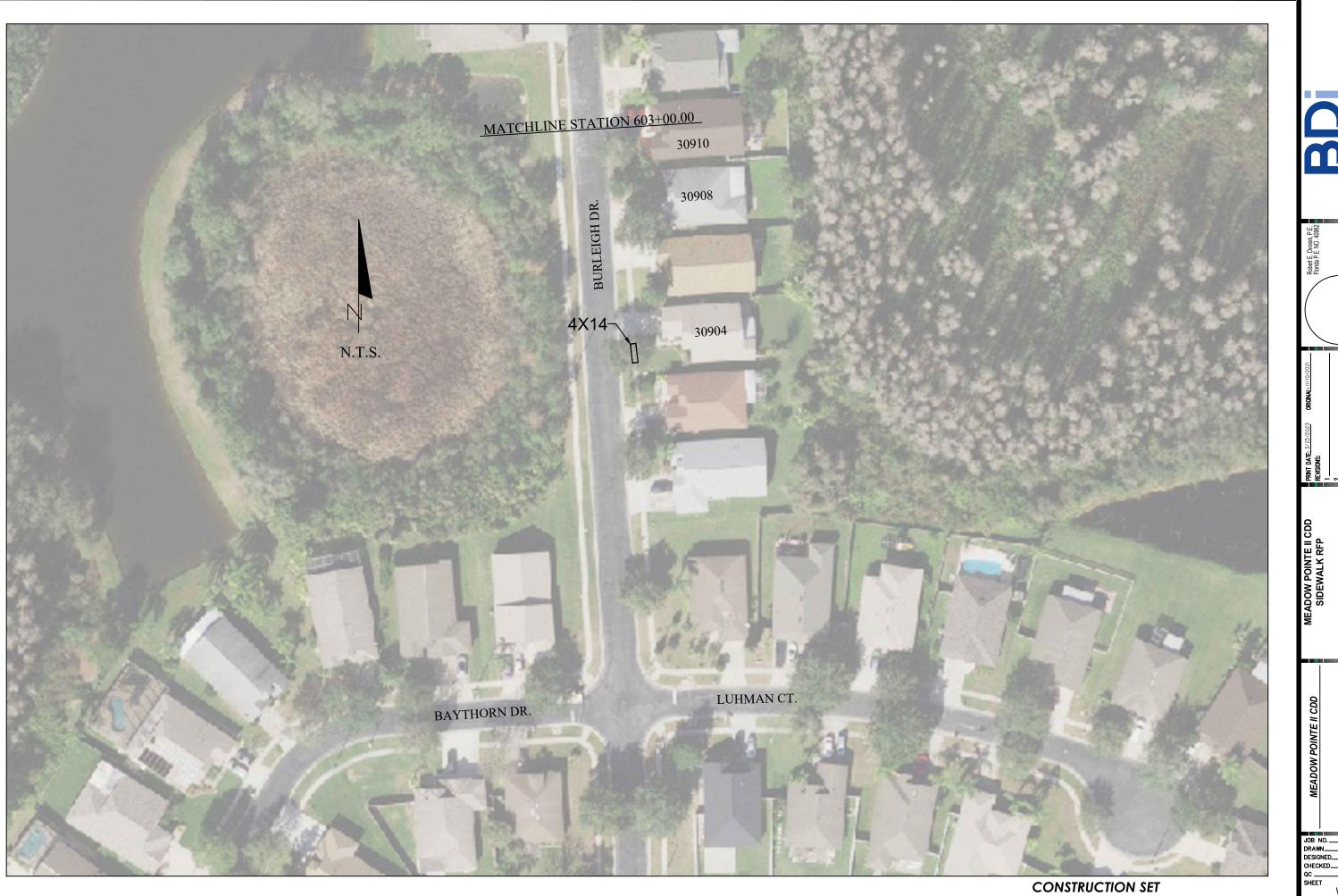
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