

***SWEETWATER CREEK
COMMUNITY
DEVELOPMENT DISTRICT***

PROJECT MANUAL

FOR

**AMENITY FACILITIES EXPANSION
CONSTRUCTION PROJECT**

August 5, 2022

**SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR
AMENITY FACILITIES EXPANSION CONSTRUCTION PROJECT
ST. JOHNS COUNTY, FLORIDA**

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**SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
CONSTRUCTION SERVICES FOR AMENITY FACILITIES EXPANSION CONSTRUCTION PROJECT
ST. JOHNS COUNTY, FLORIDA**

Notice is hereby given that the Sweetwater Creek Community Development District (“District”) will receive proposals for the following District project: **Amenity Facilities Expansion Construction Project**. Interested firm will provide labor, materials, equipment and construction services necessary for the District’s amenity center expansion project (“**Project**”). The Project includes the construction and/or installation of various amenities for the Sweetwater Creek community, including an amenity center building expansion, site work/demolition and related services. The Project is more particularly described in the project manual (“**Project Manual**”), which includes the plans and specifications for the Project prepared by Basham & Lucas Design Group (“**Project Architect/Engineer**”). The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purpose of financing, acquiring, constructing, installing, operating and maintaining community infrastructure improvements for the community of Sweetwater Creek.

To be eligible to submit a proposal, and in addition to any other requirements set forth in the Project Manual, an interested firm must hold all required local, state and federal licenses in good standing and be authorized to do business in St. Johns County and the State of Florida. Time is of the essence with respect to the construction of the Project.

The Project Manual, consisting of the instructions to proposers, contract, proposal form, and other materials, will be available beginning **August 5 2022 at 3:00 P.M. EST** at the offices of the Project Architect, 7645 Gate Parkway, Suite 101, Jacksonville, Florida 32256, phone (904)731-2323, e-mail Michael@bashamlucas.com, for instructions on how to obtain the Project Manual (“**Project Architect Office**”). No partial Project Manual or plans will be available. Purchase of the Project Manual is mandatory. Failure to purchase the Project Manual as specified herein may preclude the District’s consideration of a proposal submitted by the proposer. Each Project Manual will include, but not be limited to, the Request for Proposals, proposal submission package including the contract documents, and construction plans and specifications. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the bid opening, and to provide notice of such changes only to those proposers who have indicated their intent to bid by attending the mandatory pre-proposal conference (described herein) and registering at that meeting.

There will be a **mandatory pre-proposal conference** at the Project Architect’s Office (or at an alternative location to be determined and announced), on **August 11, 2022 at 1 p.m.** Failure to attend the mandatory pre-proposal conference may preclude the District’s consideration of a proposal submitted by a non-attending proposer.

Firms desiring to provide services for this Project must submit one (1) original and one (1) electronic copy (PDF format on a USB flash drive) of the required proposal no later than **1:00 p.m. (EST), September 6, 2022**, at the Project Architect’s Office, as referenced above, with electronic copies to Scott Lockwood, District Engineer, at lockwoods@etminc.com, Jim Oliver, District Manager, at joliver@gmsnf.com, and Jennifer Kilinski, District Counsel, at jennifer@kelawgroup.com. Additionally, each Proposer shall supply a proposal bond, or cashier's check, made payable to the District and in the amount equal to five percent (5%) of the amount of Proposer’s proposal with its proposal. Proposals shall be in the form provided in the Project Manual and submitted in a sealed envelope, marked with a notation “RESPONSE TO PROPOSAL FOR SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT AMENITY CENTER PROJECT.” The District reserves the right to return unopened to the

proposer any proposals received after the time and date stipulated above. Each proposal shall remain binding for a minimum of one hundred twenty (120) days after the proposal opening.

Proposals will be evaluated in accordance with the criteria included in the Project Manual. **The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, and waive minor or technical irregularities in any proposal, as it deems appropriate, and if the District determines in its discretion that it is in the District's best interests to do so.** Any protest of the Project Manual, including, but not limited to the terms and specifications, must be filed with the District within 72 hours of the mandatory pre-proposal conference. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. Failure to timely file a protest, or failure to timely post a protest bond, will result in a waiver of proceedings under Chapter 190, *Florida Statutes*, and other law. Additional requirements for filing a protest can be found in the District's Rules of Procedure, which are available upon request.

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

NOTICE OF SPECIAL MEETING TO OPEN PROPOSALS

Pursuant to Section 255.0518, *Florida Statutes*, the proposals will be publicly opened at a special meeting of the District to be held on **September 6, 2022, at 1:00 p.m.** at the Project Architect's Office. The purpose of the special meeting will be to announce the names of the proposers and pricing. No decisions of the District's Board of Supervisors ("Board") will be made at that time. A copy of the agenda for the meeting can be obtained from the District Manager at joliver@gmsnf.com.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when one or more Board Supervisors or staff members will participate by telephone. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Office at 904-940-5850, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Any and all questions relative to this Request for Proposals, the Project or the special meeting shall be directed in writing by e-mail only to with electronic copies to Scott Lockwood, District Engineer, at lockwoods@etmnc.com, Jim Oliver, District Manager, at joliver@gmsnf.com, and Jennifer Kilinski, District Counsel, at jennifer@kelawgroup.com. No phone inquiries please.

Sweetwater Creek Community Development District
District Manager

Run Date: July ____, 2022

**SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
INSTRUCTIONS TO PROPOSERS
CONSTRUCTION SERVICES FOR AMENITY FACILITY CONSTRUCTION PROJECT (“PROJECT”)
ST. JOHNS COUNTY, FLORIDA**

Solicitation and Award Process:

DATE	EVENT
August 5, 2022	Notice of RFP Published & Posted
August 5, 2022	RFP Available for Distribution
August 11, 2022 @ 1:00 p.m.	Mandatory Pre-Proposal Conference
August 5, 2022	Drawings/Specifications Available for Purchase
August 8, 2022	Site Available for Inspection
August 31, 2022 @ 5:00 p.m.	Deadline for Questions
September 6, 2022 @ 1:00 p.m.	Proposals Due / Public Opening
TBD	Board Meeting to Evaluate Proposals & Award Contract

Commented [JK1]: Do we want to allow them entry to the site for a longer period or just this one day?

Commented [JK2]: Not critical we decide now - but looking ahead, maybe September 13 or 14?

SECTION 1. DUE DATE. Sealed proposals must be received no later than **September 6, 2022 at 1:00 p.m.** at the offices of the Project Architect, 7645 Gate Parkway, Suite 101, Jacksonville Florida 32256. 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 the Project Architect, Basham & Lucas Design Group, Inc., located at 7645 Gate Parkway, Suite 101, Jacksonville, Florida 32256, on **August 11, 2022 at 1:00 p.m.** The pre-proposal conference may include, but is not necessarily limited to, a discussion of contract requirements, inspections, evaluations and submittal requirements. Attendees will be required to provide contact information so that the District may provide any addenda or other communication throughout the bid process. The District reserves the right to preclude consideration of a Proposal from any Proposer that does not have an authorized representative present at said conference.

SECTION 3. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, or longer period if extended by the District in its sole discretion, the Proposer shall enter into and execute the contract in substantially the form included in the Project Manual, unless requested otherwise by the District. The Proposal shall be submitted with the understanding that the Proposer will not withdraw its Proposal for a period of one hundred and twenty (120) days after proposals are opened. Upon contract award, the successful Proposer will be required to furnish a payment and performance bond in compliance with Section 255.05, *Florida Statutes*, or other acceptably legal form of bond, 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. **Proposers are advised to carefully review the form contract documents included in this Project Manual prior to submitting a Proposal.**

SECTION 4. SIGNATURE ON PROPOSAL. In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the 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, upon request by the District.

SECTION 5. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work, including but not limited to ADA applicability to public projects. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the Proposal in compliance with all such laws, ordinances and regulations and at the pricing set forth in the submitted Proposal.

SECTION 6. QUALIFICATIONS OF THE PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

SECTION 7. SUBMISSION OF ONLY ONE PROPOSAL. Proposers may be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract, or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 8. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing only to Michael Lucas, Project Architect, at michael@bashamlucas.com, copy Scott Lockwood, District Engineer, at lockwoods@etmnc.com, Jim Oliver, District Manager, at joliver@gmsnf.com, and Jennifer Kilinski, District Counsel, at jennifer@kelawgroup.com. The deadline for questions is 5:00 p.m. on August 31, 2022. Interpretations or clarifications considered necessary by the District representative in response to such questions will be issued by Addenda e-mailed, faxed or otherwise delivered to all parties recorded as having received the Project Manual and attended the Pre-Proposal Conference. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers. No inquiries will be accepted from subcontractors – the Proposer shall be responsible for all queries.

An interpretation, correction, or change of the Proposal Documents considered necessary by the Project Architect will be made by Addendum and sent via mail, fax, email or delivery to all parties having received the Proposal Documents. **Prior to submitting its Proposal, each Proposer shall ascertain that it has received all Addenda issued, and it shall acknowledge such receipt in the space provided in the Proposal Form.**

SECTION 9. SUBMISSION OF PROPOSALS. Proposals of one hard copy and one electronic copy (flash drive or USB) may be submitted in person or by mail to the offices of the Project Architect, Michael Lucas of Basham & Lucas Design Group, Inc., located at 7645 Gate Parkway,

Suite 101, Jacksonville, Florida 32256 on or before **September 6, 2022 at 1:00 p.m.** The Proposal must contain a completed Project Manual, including any Addenda thereto, and must be received no later than the time and place indicated herein. Proposals must be enclosed in an opaque, sealed envelope, marked with the Project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation, "RESPONSE TO REQUEST FOR PROPOSALS – SWEETWATER CREEK CDD – CONSTRUCTION SERVICES FOR AMENITY FACILITIES EXPANSION CONSTRUCTION PROJECT" on the face of it. Proposals must be received 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 the location designated for receipts of Proposals. Proposals received after the time and date specified herein will not be accepted and will be returned unopened. Proposers are advised to confirm receipt of the Proposal in advance of the deadline for submission.

SECTION 10. PROPOSAL MODIFICATION; INQUIRIES BY THE DISTRICT. 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 the 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 the Proposer for one hundred twenty **(120) calendar days** following the time and date designated for the receipt of Proposals, and Proposer so agrees in submitting his Proposal. The District reserves the right to ask clarification questions and seek additional information from any of the Proposers at any time.

SECTION 11. PROJECT MANUAL. The Project Manual will be available beginning on August 5, 2022 at 3:00 p.m. and may be obtained by contacting the offices of the Project Architect, Michael Lucas of Basham & Lucas Design Group, Inc., located at 7645 Gate Parkway, Suite 101, Jacksonville, Florida 32256, by e-mail at Michael@bashamlucas.com, and proposers will be provided for information about obtaining the Project Manual. Electronic drawing sets will be provided as part of the Project Manual. No deposits or refunds will be given for drawing sets nor for any expenses, including but not limited to labor or otherwise, in submitting a bid.

SECTION 12. PROPOSAL FORM. The Proposal Form is included with the Proposal Documents. All blanks on the Proposal Form shall be filled in by typewriter or manually printed in black ink. In making its Proposal, each Proposer represents that it has read and understands the Proposal Documents 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 Proposal in any manner; to do so may 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 the 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 the Proposer. Contractor shall provide unit prices on the Schedule of Values (see Section 18 below) for the purposes of evaluating the bids and any basis for Owner directed change orders. **Proposals must be priced on a Total Lump Sum (not to exceed) basis for the Work described in the Project Manual. Please note there will be no provision for material cost, labor cost, fuel cost or other escalations. The District does not have additional funding for the Project and a firm lump sum price is a material requirement of the bid and the contract documents.**

SECTION 13. PROPOSAL SECURITY (PROPOSAL BOND). The Proposal shall be accompanied by Proposal Security in the form of a Proposal Bond executed by the 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 Sweetwater Creek Community Development District. Said Proposal Security guarantees the Proposer will not withdraw from the competition after opening the Proposals and, in the event the Contract is awarded to the Proposer, it will execute the Contract and furnish the required payment and performance bonds (or other acceptable form of security) within **ten (10) calendar days** after notification. The Proposal Security shall be submitted with the understanding that the Proposer will not withdraw its Proposal for a period of one hundred twenty **(120) days** after the Proposals are opened. If it withdraws or fails to provide the payment and performance bonds or other acceptable bond form, the Proposal Security and all proceeds therefrom shall become the property of the District. After 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 14. SUBCONTRACTORS, SUPPLIERS AND OTHERS. Each Proposer should submit a list of proposed 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 should be completed as part of Proposer's Proposal. Such listing should include the name of each Subcontractor where the amount of their work exceeds ten percent (10%) of the Contract Price. If no Subcontractors are required, so state thereon. Upon request by the Project Architect, the successful Proposer shall submit, within five (5) days thereafter, all data required to establish to the satisfaction of the Project Architect on behalf of the District, 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 Project Architect will notify the Proposer in writing if either the District or the Project Architect, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Proposer then may, at his option, withdraw his Proposal without forfeiture of Proposal Security or submit an acceptable substitute at no increase in Proposal price. If the Proposer fails to submit an acceptable substitute within five (5) days of

the original notification, the District then may, at its 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 the Proposer and accepted by the District and the Project 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 Project Architect. Contractor shall not subcontract more than fifty percent of the Proposal amount without prior approval of the District and the Project Architect.

SECTION 15. 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 16. MINIMUM QUALIFICATIONS OF THE PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. Minimum qualifications for the work are: (1) Proposer is able to furnish a bond or other form of security in the amount of the Project to the District; (2) Proposer is authorized to do business in Florida; and (3) Proposer is registered with St. Johns County and is a licensed contractor in the State of Florida. The Proposer shall submit with its Proposal satisfactory evidence of suitable experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

SECTION 17. PERFORMANCE AND PAYMENT BONDS. Each Proposer should submit a Letter of Qualification from an acceptable Surety Company (on Surety letterhead), or an acceptable bank in the form of a demand note or similar bond form, stating that the Proposer is bondable for the amounts required by the Contract Documents. To be responsible to the District as Surety on Section 255 forms of 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, and 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 Proposal Documents 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 the Proposer's usual sources as may be agreeable to the parties, or another acceptable form of bond or security to the District in its discretion. The Proposer shall deliver the required bonds or other acceptable security to the Project Architect and District no later than the date of execution of the Contract. The 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 Power of Attorney authorizing his 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, the Proposer shall have the Payment and Performance Bonds recorded in the Official Records of St. Johns County. After the bonds have been recorded and assigned a book and page number, the Proposer shall provide the District and Project Architect with copies of said recorded bonds. No work can commence until the required bonds or other acceptable security have been delivered to the District and the Project Architect. Upon receipt of the bonds or other acceptable security the District may issue a Notice to Proceed.

SECTION 18. SCHEDULE OF VALUES. Proposer shall submit a Schedule of Values for the proposed Work for review and approval by the District through the Project Architect. The Schedule of Values for all of the Work will include quantities and prices of items derived by the Proposer aggregating the pricing for each component of the Work. 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 may include an appropriate amount of overhead and profit applicable to each main section. If the 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 19. PROJECT SCHEDULE. An Initial Project Schedule for each component of the Work included in the Proposal shall be submitted with the Proposal in accordance with the Contract Documents, and shall not exceed the time stipulated as the Contract Time.

SECTION 20. 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 21. GROUNDS FOR REJECTION. Proposers may be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, 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 the Proposer is unqualified, of doubtful financial

ability, or fails to meet any other pertinent standard or criteria established by 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 Proposal Documents or a Proposal in any way incomplete or irregular will provide a basis for rejection.

SECTION 22. INSURANCE. All Proposers shall include as part of their Proposal a current Certificate of Insurance detailing the company's insurance coverage, including types of coverage and limits for general, property, automobile liability, and worker's compensation, or some other evidence of insurance or insurability. In the event the Proposer is notified of award, it shall provide proof of insurance identifying the District, its staff, employees, officers, agents and supervisors as additional insureds, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

SECTION 23. FINANCIALS. The Proposer should as part of its Proposal submit proof of financial capability. In the event the Proposer is notified of award, it shall provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years, as required in the sole discretion of the District.

SECTION 24. SPECIAL PROJECT/SITE CONDITIONS. By submitting their Proposal, the 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.

SECTION 25. INDEMNIFICATION. The successful Proposer shall fully 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 26. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.

SECTION 27. MISCELLANEOUS PROPOSAL REQUIREMENTS. All Proposals should include the following information in addition to any other requirements of the Project Manual:

- A. Completed Proposal Documents section.
- B. Detailed Project construction schedule which shall be used in the Proposal evaluation.
- C. Complete Schedule of Values.

- D. List position or title and corporate responsibilities of key management or supervisory personnel. Proposer should include resumes for each person listed.
- E. Describe 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.
- F. Three 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. Highlight previous or currently contracted work with Community Development Districts.
- G. Proof of financial capability.

SECTION 28. SUBSTITUTIONS. The materials, products and equipment described in the Proposal Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Project 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 the Proposer. The Project Architect's decision of approval or disapproval of a proposed substitution shall be final. If the Project Architect 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 29. ACKNOWLEDGMENTS. In addition to any other requirements set forth in the Project Manual, and with the signature on the Proposal Form, the Proposer acknowledges the following:

- A. All Proposals shall include completed copies of all other forms included within the Project Manual and the Contractor 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 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/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 the Contract, the 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 Payment and Performance Bonds (or other acceptable form of security) and other documents required by the Proposal requirements within ten (10) calendar days after the date of the District's Notice of Award. The Contractor will commence construction in accordance with the terms of the contract documents.
- 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.
- 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" permits, electrical permits, water and electrical meters (if applicable), installation fees, electrical inspection fees, building permits, 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 workmanlike manner typical of the industry. There shall be no sections or parts missing. Furthermore, each portion of the work shall be complete and able to function for its intended use. The work must be continuous unless otherwise directed by the District. The work, including punch list items, must be acceptable to and accepted by applicable regulatory authorities.
- 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.

- J. 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.
- K. As part of the Proposal, the 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 with the Proposal that outlines time frames for major work items. This schedule 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.
- L. All necessary survey work must be provided by the successful Proposer.
- M. The Proposer should specify subcontractors to be used for work where such work exceeds ten percent (10%) of the Contract Price.
- N. 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.
- O. 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 the latest NPDES, FDEP, WMD, ACOE, ADA, and St. Johns County rules and regulations. Any fines levied shall be paid by Contractor.
- P. 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 the 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.

- Q. 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.
- R. 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 twenty-four (24) months after acceptance by the District and all applicable regulatory authorities.
- S. 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.
- T. All materials and services provided for by the Contractor shall be performed in strict compliance with all applicable governmental regulations, permits required, applicable American with Disabilities Act (“ADA”) Accessibility Guidelines and most recent ADA design standards, 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.
- U. Proposer acknowledges that the Project is in the permitting phase and the permit will be provided to the Contractor as soon as it is issued. **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, extend or contract the work, 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.**
- V. The District is anticipated to make direct tax-exempt purchases of certain construction materials that will be integrated into this Project. Sample tax-exempt documentation that may be required for this Project is included in the Proposal Documents.

SECTION 30. PROTESTS. Any person who wishes to protest any aspect of the Project Manual, including but not limited to the evaluation criteria, Contract Documents, drawings, 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, Jim Oliver, located at 475 West Town Place, Suite 114, St. Augustine, FL 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 31. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the District's evaluation of the Proposer's ability to perform the services for the Project as demonstrated by, among other things, the documentation provided by the Proposer and reference checks of the 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 corresponding ranking, may differ widely from individual scorer to individual scorer.

SECTION 32. 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.

SECTION 33. E-VERIFY. The successful Contractor must comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the Contractor must register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into the Agreement, the Contractor will represent that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of the Agreement.

SECTION 34. FOREIGN INFLUENCE. By submitting a proposal, the Proposer agrees to comply with the provisions of Section 286.101, *Florida Statutes*, regarding disclosures of any

current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Proposer affirms that, except as may be otherwise disclosed or excluded from disclosure under Section 286.101, *Florida Statutes*, Proposer has no such interest in, contract with, or grant or gift from a foreign country of concern as defined in Section 286.101, *Florida Statutes*.

I.C.

**SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
EVALUATION CRITERIA**

**CONSTRUCTION SERVICES FOR AMENITY FACILITY CONSTRUCTION PROJECT
ST. JOHNS COUNTY, FLORIDA**

PERSONNEL (20 POINTS)

E.g., geographic location of firm's headquarters; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.

EXPERIENCE AND AVAILABLE EQUIPMENT (25 POINTS)

E.g., past record and experience of the proposed project team in performing similar projects; past performance for this special district, other community development district's or units of government in other contracts, and experience with this development; character, integrity, reputation of respondent, etc. and equipment type; age and condition; quantity of equipment available; and number of trained operators.

UNDERSTANDING SCOPE OF WORK (20 POINTS)

Demonstration of the Proposer's understanding of the project requirements and approach to the same.

SCHEDULE (15 POINTS)

Points available for schedule will be allocated as follows:

10 Points will be awarded to the 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 the Proposer's time proposal and the most expedited construction schedule.

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

PRICE (20 POINTS)

Points available for price will be allocated as follows:

10 Points will be awarded to the 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 the 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)

See attached documents:

I.D

- AIA Document A101-2017, Standard Form of Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum, as amended
- AIA Document A201-2017, General Conditions of the Contract for Construction, as amended
- AIA Document A101-2017, Exhibit A, Insurance and Bonds, as amended
- Form of Payment Bond
- Form of Performance Bond

BID BOND

I.E

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

PROPOSER (Name and Address): _____

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

OWNER: Sweetwater Creek Community Development District
475 West Town Place, Suite 114
St. Augustine, FL 32092

Proposal
Proposal Due Date:
Project (Brief Description Including Location): Sweetwater Creek Community Development District Amenity Facility Expansion
Construction Project (St. Johns County, Florida)

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 _____ (Seal) SURETY _____ (Seal)
Proposer's Name and Corporate Seal Surety's Name and Corporate Seal

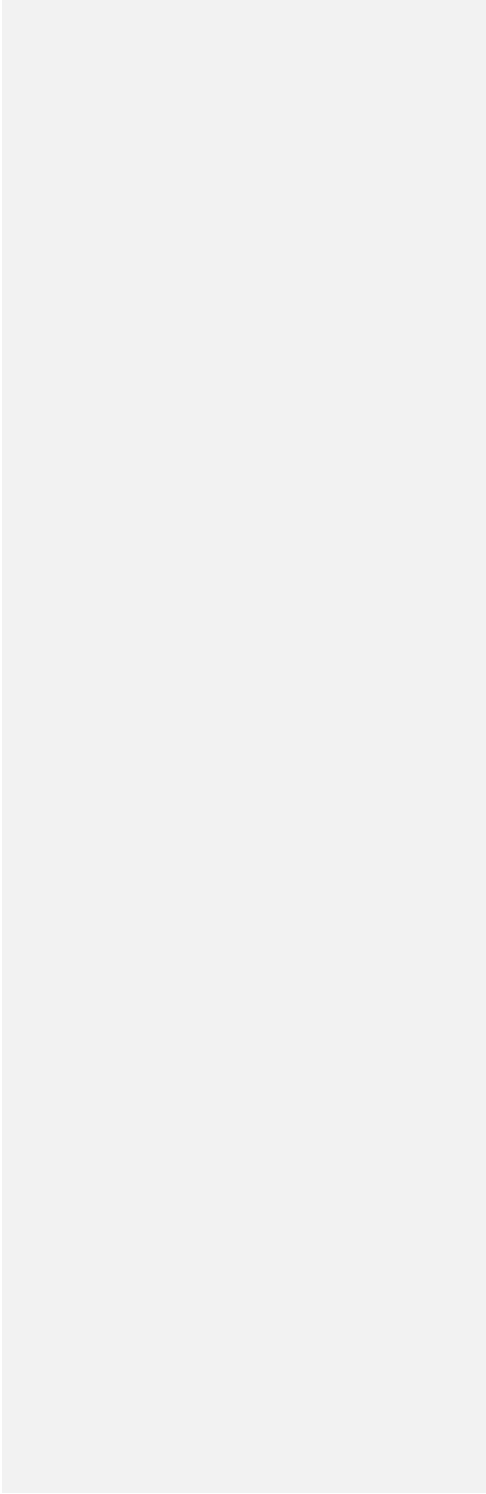
By: _____
Signature and Title

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 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 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.

PURCHASE REQUISITION REQUEST FORM

I.F

1. Contact Person for the material supplier.

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

2. Manufacturer or brand, model or specification number of the item.

See attached _____

3. Quantity needed as estimated by CONTRACTOR. See attached _____

4. The price quoted by the supplier for the construction materials identified above.

\$ See attached _____

5. The sales tax associated with the price quote. \$ 0 _____

6. Shipping and handling insurance cost. \$ See attached _____

7. Delivery dates as established by CONTRACTOR. See attached _____

OWNER: **Sweetwater Creek Community Development District**

Authorized Signature (Title)

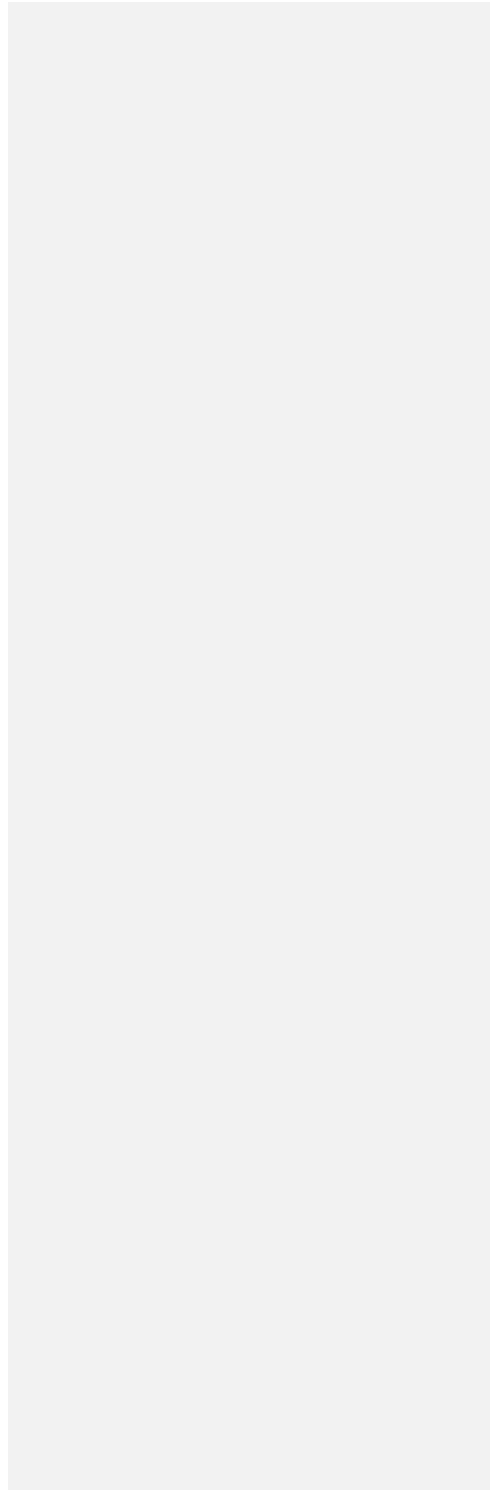
Date

CONTRACTOR: _____

Authorized Signature (Title)

Date

Attachment: Purchase Order and Schedule of Items



PURCHASE ORDER
SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

"Owner"

"Seller"

Owner:	Sweetwater Creek CDD	Seller:	
Address:	c/o Governmental Management Services 475 West Town Place, Suite 114 St. Augustine, FL 32092	Address:	
Phone:		Phone:	

"Project"

Project Name:	Amenity Facility Expansion Construction	Contract Date:	
Project Address:	St. Johns County, Florida		

Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("Goods") listed in the proposal attached as **Exhibit A**.

Schedule – The Goods shall be delivered within _____ days from the date of this Order.

Price – \$ _____

Certificate of Exemption # _____

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

_____ Owner	_____ Seller
_____ By:	_____ By:
_____ Name:	_____ Name:
_____ Title:	_____ Title:
_____ Date Executed:	_____ Date Executed:

EXHIBIT A: Proposal

EXHIBIT B: Terms and Conditions

EXHIBIT A
[ATTACH PROPOSAL]

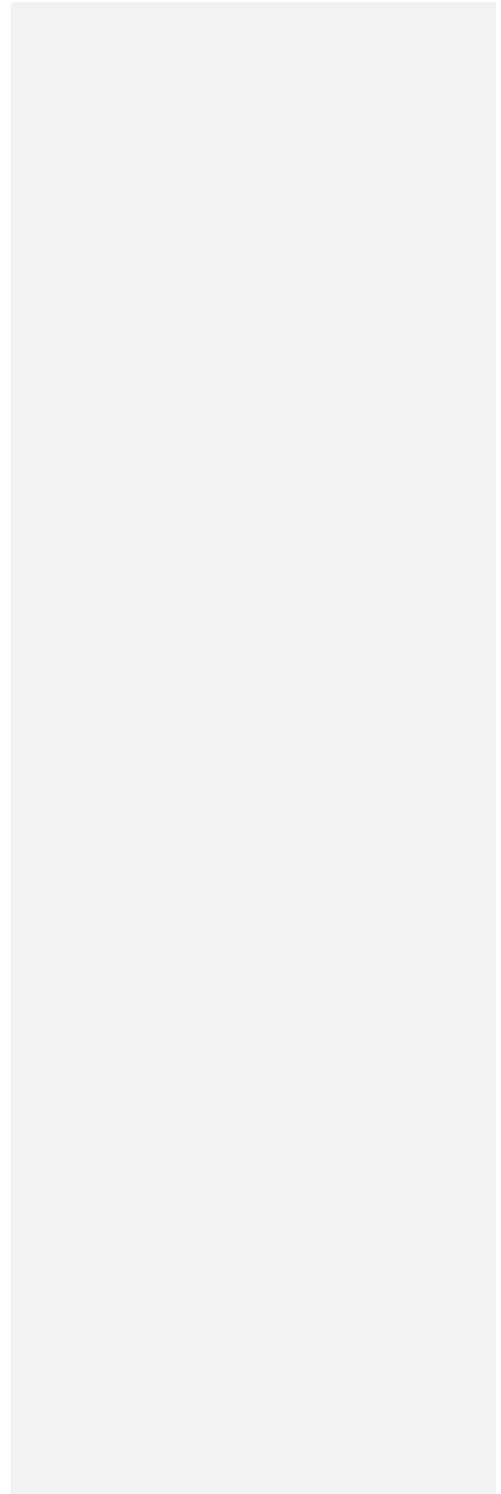


EXHIBIT B
TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes*. Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's Project. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, Florida Statutes or other statute or law.
11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.

15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents 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, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this document and the Purchase Order or **Exhibit A**, this document shall control.

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of **Sweetwater Creek Community Development District** (hereinafter "**Governmental Entity**"), Florida Consumer's Certificate of Exemption Number _____, affirms that the tangible personal property purchased pursuant to a Purchase Order from _____ (Vendor) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract **dated** _____ with _____ (Contractor) for the construction of **the Amenity Facility Construction Project**.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

You must initial each of the following requirements.

- ____ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- ____ 2. The vendor's invoice will be issued directly to Governmental Entity.
- ____ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- ____ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- ____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Signature of Authorized Representative Title

Purchaser's Name (Print or Type) Date

Federal Employer Identification Number: _____
Telephone Number: _____

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

I.A.

OFFICIAL PROPOSAL FORM
SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
CONSTRUCTION SERVICES FOR THE
AMENITY FACILITIES EXPANSION CONSTRUCTION PROJECT
ST. JOHNS COUNTY, FLORIDA

TO BE SUBMITTED TO:
SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
[submission address]

Due by ____ AM EST on _____, 2022

OFFICIAL PROPOSAL FORM
AMENITY FACILITIES EXPANSION CONSTRUCTION PROJECT
ST. JOHNS COUNTY, FL
(Attach as coversheet to detailed bid)

THIS BID HAS BEEN PREPARED BY:

Name: _____
Company: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____ Fax: _____
FL License #: _____
Email: _____

By submitting this bid, the undersigned affirms that he or she understands and agrees to all items & requirements listed in the Project Manual, dated _____ including all addenda issued during the bidding time, and is familiar with the project location and St. Johns County Permitting requirements.

ADDENDA ACKNOWLEDGEMENT: Please list all Addenda received.

Addendum/RFI # _____	Received (date): _____
Addendum/RFI # _____	Received (date): _____
Addendum/RFI # _____	Received (date): _____
Addendum/RFI # _____	Received (date): _____
Addendum/RFI # _____	Received (date): _____

BID SUMMARY:

Total Price: _____
Date available to begin the Work: _____
Calendar days to Substantial Completion: _____ Calendar days to Final Completion: _____

MINIMUM QUALIFICATIONS

By submitting this Proposal, the Proposer certifies that it satisfies the following minimum qualifications (initial by each):

- _____ (1) Proposer is able to furnish a bond or other form of security in the amount of the Project;
- _____ (2) Proposer is authorized to do business in Florida; and

_____ (3) Proposer is registered with St. Johns County and is a licensed contractor in the State of Florida.

ACKNOWLEDGMENTS:

COMPONENT PRICING

Proposer understands that the District may award a contract for all of the Work or any component thereof. 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 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 for the prices as indicated in the Proposal Summary.

COMMENCEMENT TIME

The undersigned Proposer agrees to commence work within fourteen (14) days after the date of a written Notice to Proceed. The undersigned Proposer agrees that this Proposal shall be valid for a period of one hundred twenty (120) days from the date proposals are due. Proposer hereby acknowledges that any work provided and any cost incurred by Proposer prior to receiving both the Notice of Award and the Notice to Proceed will be at Proposer's risk unless specifically agreed to in writing by the District.

DOCUMENTS AND ADDENDA

The Proposer submits that he has carefully examined the site and existing site conditions of the proposed Work, as well as the drawings and specifications. Also, Proposer has thoroughly reviewed the Request for Proposals, Instructions to Proposers, Evaluation Criteria, Standard Form of Agreement, General Conditions, Supplementary Conditions, Specifications and all other components of the Contract Documents and acknowledges that the addenda acknowledged on the Bid Tabulation Form cover revisions thereto. The proposer has included the cost, if any, of such revisions in the enclosed Pricing Amount(s).

(Signed)

(Print Name of Signatory)

This _____ day of _____, 2022.
(Corporate Seal)

Sworn to before me by means of physical presence or online notarization
this _____ day of _____, 2022.

(Notary Seal)

Notary Public/ Expiration Date

**ORGANIZATIONAL INFORMATION OF PROPOSER
SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
AMENITY FACILITIES EXPANSION CONSTRUCTION PROJECT
ST. JOHNS COUNTY, FLORIDA**

DATE SUBMITTED: _____, 2022

1. Proposer _____ // A Individual
(Company Name) // 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. _____

1st Contact Name _____ Title _____

2nd 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. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

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

5.1 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. _____

5.2 If no, provide the following:

The state in which the Proposer company is incorporated _____

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

If no, please explain _____

Date incorporated _____ Charter No. _____

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

6.1 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 _____

6.2 Is the Proposer company a registered or licensed Contractor with St. Johns County?
Yes () No ()

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

7. Name of Proposer's Bonding Company _____

Address _____

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

8. Name of Proposer's Bonding Agency _____

Address _____

Contact Name _____ Telephone _____

9. List the Proper'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:
(2021) _____, (2020) _____, (2019) _____.

10. What are the Proposers' company's current insurance limits? (Please also attach a current certificate of insurance)
- General Liability \$ _____
 Automobile Liability \$ _____
 Workers Compensation \$ _____
 Expiration Date _____

If the limits above are lower than those required in the form of contract herein, is the contractor able to satisfy the insurance limits required in the form of contract? Yes ___ No ___

11. Has the 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 the Proposer's current worker compensation rating? _____

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two (2) years? Yes () No ()

If yes, please describe the incident: _____

12. 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 _____

13. What is the construction experience of the proposed superintendent and project manager? What is their percentage availability for this project? If this project is anticipated to be their only focus during the project timeline, please write "100%."

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

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

15. 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 _____

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

17. 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.

18. 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.

19. 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).

20. Please provide three references from projects of a similar size and scope (attach additional pages if necessary):

Project Name/Location: _____
Contact: _____ Contact Phone: _____
Project Type/Description: _____
Dollar Amount of Contract: _____
Scope of Services for Project: _____

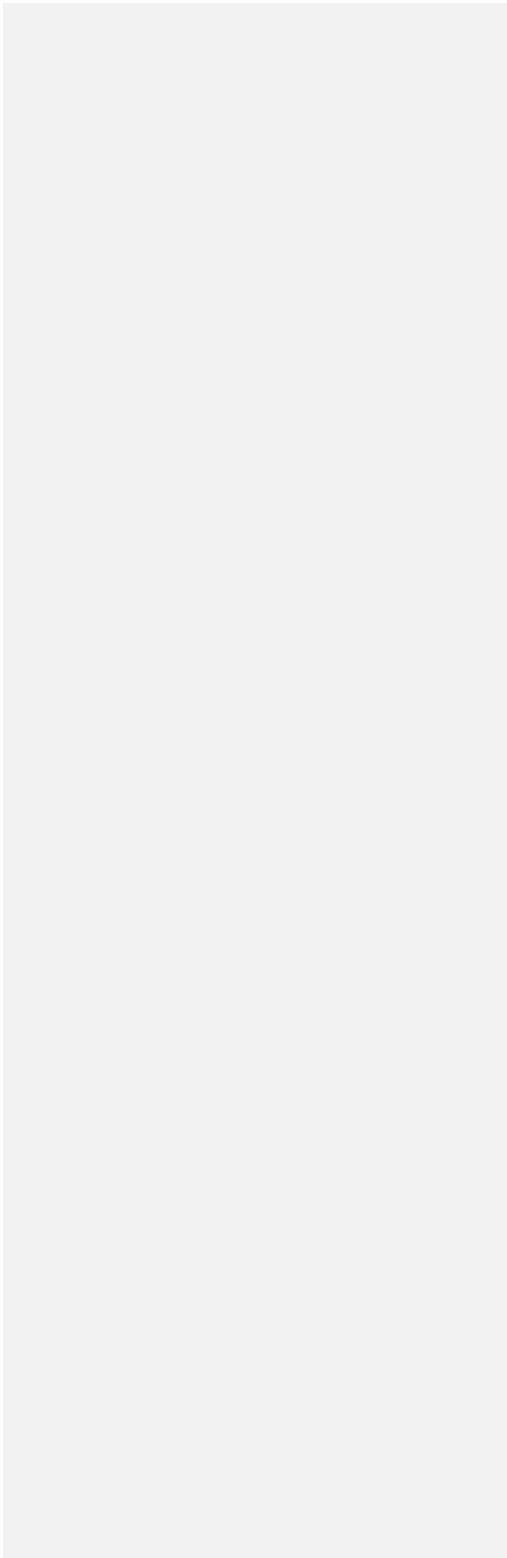
Dates Serviced: _____

Project Name/Location: _____
Contact: _____ Contact Phone: _____
Project Type/Description: _____
Dollar Amount of Contract: _____
Scope of Services for Project: _____

Dates Serviced: _____

Project Name/Location: _____
Contact: _____ Contact Phone: _____
Project Type/Description: _____
Dollar Amount of Contract: _____
Scope of Services for Project: _____

Dates Serviced: _____



The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Sweetwater 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 Sweetwater Creek Community Development District should qualify the Proposer for providing a Proposal for its construction projects, including such matters as the Proposer's ability, standing integrity, quality of performance, efficiency and general reputation.

_____ By: _____

(Type Name and Title of Person Signing)

This _____ day of _____, 2022.

(Corporate Seal)

Sworn to before me by means of physical presence or online notarization
this _____ day of _____, 2022.

(Seal)

Notary Public/ Expiration Date

CORPORATE OFFICERS

Company Name _____

Date _____

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

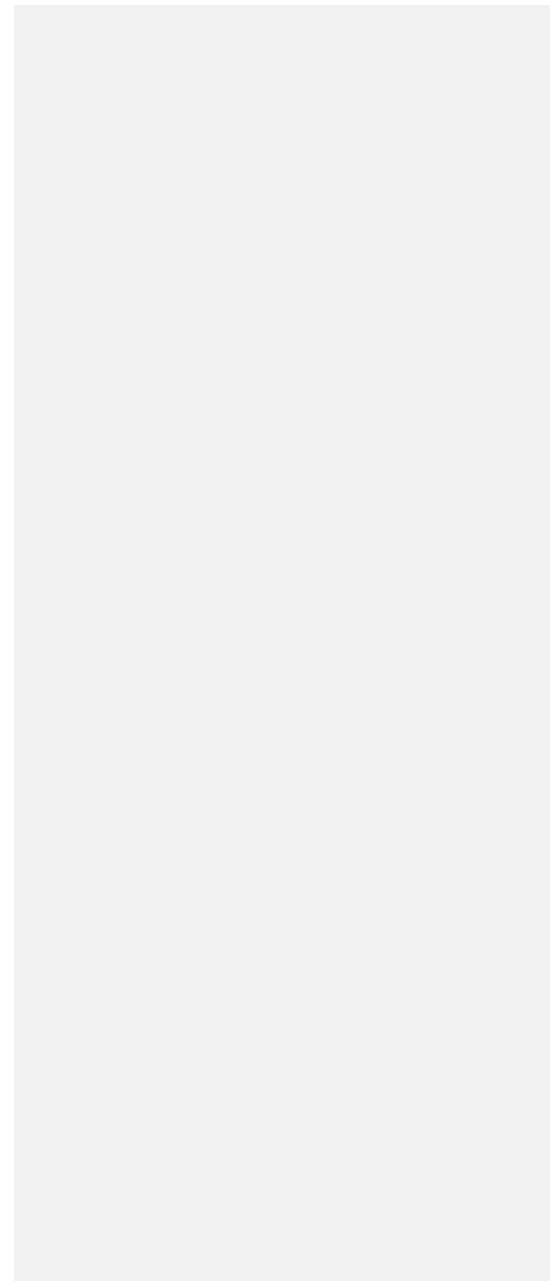
NAME OF PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			

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				\$				

**SWORN STATEMENT PURSUANT TO
SECTION 287.134(2)(a), FLORIDA STATUTES, ON DISCRIMINATION**

**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 Sweetwater Creek Community Development District
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)
- whose business address is _____

- and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)

2. I understand that a "discrimination" or "discriminated" as defined in section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.
3. I understand that "discriminatory vendor list" as defined in section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to section 287.134(3)(d), *Florida Statutes*.
4. I understand that "entity" as defined in section 287.134(1)(e), *Florida Statutes*, means any natural person or any 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 let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
5. I understand that an "affiliate" as defined in Paragraph 287.134(1)(a), *Florida Statutes*, means:
1. A predecessor or successor of an entity that discriminated; or
 2. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. 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 entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity
6. I understand that, pursuant to section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the

construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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

- Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.
- The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. 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.

Signature by authorized representative of Proposer

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this _____ day of _____, 2022, by _____, of the _____ who is personally known to me or who has produced _____ as identification, and who did or did not take an oath.

Signature of Notary Public taking acknowledgement

My Commission Expires: _____

(SEAL)

I.I.F.

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

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 Sweetwater 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 Sweetwater 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 Sweetwater 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 by means of physical presence or online notarization this _____ day of _____, 2022, by _____, of the _____, who is personally known to me or who has produced _____ as identification, and who did or did not take an oath.

Signature of Notary Public taking acknowledgement

My Commission Expires: _____

(SEAL)

I.I.G.

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

**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 Sweetwater Creek Community Development District
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

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

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

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

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

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

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.

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

those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

(Signature)

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this _____ day of _____, 2022, by _____, of the _____ who is personally known to me or who has produced _____ as identification, and who did or did not take an oath.

Signature of Notary Public taking acknowledgement

My Commission Expires: _____

(SEAL)

TRENCH SAFETY ACT COMPLIANCE STATEMENT

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 _____, 2022.

Proposer:

By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this _____ day of _____, 2022, by _____, of the _____ who is personally known to me or who has produced _____ as identification, and who did or did not take an oath.

Signature of Notary Public taking acknowledgement

My Commission Expires: _____

(SEAL)

TRENCH SAFETY ACT COMPLIANCE COST STATEMENT

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. The Proposer further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
Project Total			

Dated this _____ day of _____, 2022.

Proposer: _____

By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this _____ day of _____, 2022, by _____, of the _____ who is personally known to me or who has produced _____ as identification, and who did or did not take an oath.

Signature of Notary Public taking acknowledgement

My Commission Expires: _____

(SEAL)

¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

II.I.

AFFIDAVIT OF NON-COLLUSION
SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
AMENITY FACILITY CONSTRUCTION PROJECT
ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF _____

I, _____, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a(n) _____ (officer or principal) 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 _____, 2022.

Signature by authorized representative of Proposer

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this _____ day of _____, 2022, by _____, of the _____ who is personally known to me or who has produced _____ as identification, and who did or did not take an oath.

Signature of Notary Public taking acknowledgement

My Commission Expires: _____

(SEAL)