



DPFG Management & Consulting, LLC

***AVALON GROVES
COMMUNITY
DEVELOPMENT DISTRICT***

Agenda Package

***Board of Supervisors
Meeting***

Date & Time:

***Thursday
April 27, 2017
11:30 a.m.***

Location:

***Cagan Crossing
Community Library
16729 Cagan Oaks
Clermont, Florida***

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.

Avalon Groves Community Development District

DPFG Management & Consulting, LLC

[X] 1060 Maitland Center Commons, Suite 340
Maitland, Florida 32751
321-263-0134

[] 15310 Amberly Drive, Suite 175
Tampa, Florida 33647
813-374-9105

April 21, 2017

Board of Supervisors
**Avalon Groves Community
Development District**

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Avalon Park Community Development District is scheduled for Thursday April 27, 2017 at 11:30 a.m. at the Cagan Crossing Community Library 16729 Cagan Oaks Clermont, Florida.

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The balance of the agenda is routine in nature. Staff will present their reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

Patricia Comings-Thibault

Patricia Comings-Thibault
District Manager

cc: Attorney
Engineer
District Records

District: AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
Date of Meeting: **Thursday, April 27, 2017**
Time: 11:30 a.m.
Location: Cagan Crossing Community Library
16729 Cagan Oaks
Clermont, FL

Dial-in Number: 712-775-7031
Guest Access Code: 109-516-380

Agenda

I. Roll Call

II. Audience Comments

III. Administrative Items

- A. Presentation of the March 2017 Unaudited Financial Statements Exhibit 1

IV. Business Items

- A. Sawgrass Bay Boulevard Hardscape Project:
- Consideration & Approval of Evaluation Criteria Exhibit 2
 - Consideration & Approval of Project Manual Exhibit 3
 - Consideration & Approval of Advertisement for RFP Exhibit 4
 - Consideration & Approval of Advertisement for Notice
Of Public Meeting to Open RFP Proposals Exhibit 5
- B. Landscape/Irrigation Installation Project:
- Consideration & Approval of Evaluation Criteria Exhibit 6
 - Consideration & Approval of Project Manual Exhibit 7
 - Consideration & Approval of Advertisement for RFP
(To be distributed)
 - Consideration & Approval of Advertisement for Notice
Of Public Meeting to Open RFP Proposals Exhibit 8

V. Staff Reports

A. Manager

B. Attorney

C. Engineer

VI. Supervisor Request

VII. Adjournment

EXHIBIT 1.

Avalon Groves Community Development District

Summary Financial Statements
(Unaudited)

Period Ending
March 31, 2017

Avalon Groves Community Development District
Balance Sheet
Unaudited
March 31, 2017

	<u>GENERAL FUND</u>
<u>ASSETS:</u>	
CASH	\$ 221
INVESTMENTS:	
ACCOUNTS RECEIVABLE	22,834
TOTAL ASSETS	<u>\$ 23,055</u>
 <u>LIABILITIES:</u>	
ACCOUNTS PAYABLE	\$ 22,834
 <u>FUND BALANCE:</u>	
NONSPENDABLE:	
PREPAID AND DEPOSITS	-
ASSIGNED:	
OPERATING RESERVES	-
RESERVES - ROADWAYS	-
UNASSIGNED:	221
TOTAL LIABILITIES & FUND BALANCE	<u>\$ 23,055</u>

Avalon Groves Community Development District
Statement of Revenue, Expenditures And Change In Fund Balance
For The Period Ending February 28, 2017

	FY2017 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUES				
SPECIAL ASSESSMENTS (LANDOWNER OFF-ROLL)	\$ 220,035	\$ 110,018	\$ 87,247	\$ (22,771)
TOTAL REVENUES	220,035	110,018	87,247	(22,771)
EXPENDITURES				
GENERAL ADMINISTRATIVE				
DISTRICT MANAGEMENT SERVICES	32,000	20,000	24,000	(4,000)
BANK FEES	150	75	15	60
AUDITING SERVICES	5,500	2,750	-	2,750
REGULATORY & PERMIT FEES	175	175	175	-
LEGAL ADVERTISEMENTS	750	375	3,417	(3,042)
ENGINEERING SERVICES	10,000	5,000	3,843	1,158
LEGAL SERVICES	10,000	5,000	28,889	(23,889)
TECHNOLOGY & WEBSITE ADMIN.	960	480	480	-
APPRAISAL REPORT	-	-	4,300	(4,300)
MISC. OFFICE (PRINTING)	500	250	-	250
TOTAL GENERAL ADMINISTRATIVE	60,035	34,105	65,118	(31,013)
INSURANCE				
INSURANCE (PUBLIC OFFICIALS)	3,300	-	-	-
INSURANCE (PROPERTY & CASUALTY)	7,500	2,410	2,410	-
TOTAL INSURANCE	10,800	2,410	2,410	-
DEBT SERVICE ADMIN.				
DISCLOSURE REPORT	5,000	-	-	-
ARBITRAGE REBATE	700	-	-	-
TRUSTEE FEES	3,500	-	-	-
TOTAL DEBT ADMINISTRATION	9,200	-	-	-
UTILITIES				
UTILITIES-ELECTRICITY	2,500	-	-	-
TOTAL UTILITIES	2,500	-	-	-
PHYSICAL ENVIRONMENT				
LAKE & POND MAINTENANCE	2,500	1,250	-	1,250
LANDSCAPE MAINTENANCE	25,000	12,500	-	12,500
LANDSCAPE - MISCELLANEOUS	5,000	2,500	-	2,500
WETLAND MITIGATION & MAINTENANCE	5,000	2,500	-	2,500
FIELD CONTINGENCY	100,000	50,000	-	50,000
TOTAL PHYSICAL ENVIRONMENT EXPENDITURES	137,500	68,750	-	68,750
TOTAL EXPENDITURES	220,035	105,265	67,528	37,737
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	-	19,719	19,719
FUND BALANCE - BEGINNING	-	-	(19,497)	(19,497)
FUND BALANCE - ENDING	\$ -	\$ -	\$ 221	\$ 221

Avalon Groves Community Development District
General Fund - Bank Reconciliation
Operating Accounts
March 31, 2017

	<u>BU</u>
Balance Per Bank Statement	\$ 221.29
Less: Outstanding AP Checks	-
<i>Adjusted Bank Balance</i>	<u><u>\$ 221.29</u></u>
Beginning Bank Balance Per Books	\$ 221.29
Deposits & Interest	5,000.00
Cash Disbursements	(5,000.00)
<i>Balance Per Books</i>	<u><u>\$ 221.29</u></u>

Avalon Groves CDD
Check Register
Operating Account
FY 2017

DATE	CK NO.	PAYEE	TRANSACTION	DEPOSIT	DISBURSMT	BALANCE
9/30/2016	EOM		Balance			0.00
10/21/2016		Deposit	Funding Request 01	19,448.99		19,448.99
10/26/2016 9997		DPFG	CDD Management		8,000.00	11,448.99
10/26/2016 9999		Egis Insurance Risk Advisors	Insurance - FY 2017		2,410.00	9,038.99
10/26/2016 9998		Hopping Green & Sams	Legal Services		7,416.50	1,622.49
10/26/2016 ACH102616		BANK UNITED	New Acct. Checks Ordered		14.80	1,607.69
10/31/2016	EOM		Balance	19,448.99	17,841.30	1,607.69
11/11/2016 1001		FLORIDA DEPT OF ECONOMIC OPPORTUNIT	Annual Filing FY 2016		100.00	1,507.69
11/11/2016 1002		Orlando Sentinel	Legal Ad		260.50	1,247.19
11/11/2016 1003		Venturesin.com, Inc.	Web Site/Domain		256.99	990.20
11/14/2016 1004		Venturesin.com, Inc.	Web Site Hosting - Nov		80.00	910.20
11/29/2016 1005		FLORIDA DEPT OF ECONOMIC OPPORTUNIT	Annual Filing Fee - FY 2017		175.00	735.20
11/30/2016	EOM		Balance	0.00	872.49	735.20
12/09/2016		Deposit	Developer funding	7,838.30		8,573.50
12/12/2016 1006		DPFG	CDD Meeting - Oct		4,000.00	4,573.50
12/12/2016 1007		Hopping Green & Sams	Legal Services - Aug/Sep		3,427.55	1,145.95
12/12/2016 1008		Orlando Sentinel	Legal Ad		235.75	910.20
12/31/2016	EOM		Balance	7,838.30	7,663.30	910.20
01/06/2017		Developer Funding	GF 2017-04	7,933.10		8,843.30
01/09/2017 1009		DPFG	CDD Meeting - November		4,000.00	4,843.30
01/09/2017 1010		Hopping Green & Sams	Legal Svcs - October		3,525.20	1,318.10
01/09/2017 1011		The Daily Commercial	Voided		0.00	1,318.10
01/09/2017 1012		Venturesin.com, Inc.	Web Site Hosting - December		80.00	1,238.10
01/19/2017		Developer Funding	GF 2017-05	7,330.55		8,568.65
01/20/2017 1013		DPFG	CDD Meeting - December		4,000.00	4,568.65
01/20/2017 1014		Hopping Green & Sams	Legal Services		3,330.55	1,238.10
01/23/2017		Developer Funding	GF 2017-06	4,380.00		5,618.10
01/23/2017 1015		Pinel & Carpenter, Inc.	Appraisal Report		4,300.00	1,318.10
01/23/2017 1016		Venturesin.com, Inc.	Web Site Hosting - January		80.00	1,238.10
1/31/2017	EOM		Balance	19,643.65	19,315.75	1,238.10
02/09/2017		Developer Funding	GF 2017-07	6,691.20		7,929.30
02/09/2017 1017		DPFG	CDD Mtg - Jan		4,000.00	3,929.30
02/09/2017 1018		Orlando Sentinel	Legal Ads		2,691.20	1,238.10
02/14/2017 1019		Heidt Design	Engineering Svcs - Dec		812.50	425.60
02/14/2017 1020		Venturesin.com, Inc.	Web Site Hosting - Feb		80.00	345.60
02/15/2017 1021		Orlando Sentinel	Legal Ad		124.31	221.29
02/17/2017		Developer Funding	GF 2017-08	5,911.00		6,132.29
02/24/2017 1022		Hopping Green & Sams	Legal Services - Dec		5,911.00	221.29
2/28/2017	EOM		Balance	12,602.20	13,619.01	221.29
03/03/2017		Developer Funding	GF 2017-10	1,000.00		1,221.29
03/07/2017 1023		Devo Seereeram, PH.D., P.E., LLC	Environmental Site Assessment		1,000.00	221.29
03/20/2017		Developer Funding	GF 2017-11	4,000.00		4,221.29
03/21/2017 1024		DPFG MANAGEMENT AND CONSULTING, LLC	CDD Mtg - February		4,000.00	221.29
3/31/2017	EOM		Balance	5,000.00	5,000.00	221.29

EXHIBIT 2.

EVALUATION CRITERIA
SAWGRASS BAY BLVD EXTENSION HARDSCAPE CONSTRUCTION SERVICES
AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
LAKE COUNTY, FLORIDA

PERSONNEL	(5 POINTS)
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E.g., 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	(15 POINTS)
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E.g., past record and experience of the respondent in self performing similar projects; past performance for this District and other CDD's in other contracts; character, integrity, reputation of respondent, etc.;

UNDERSTANDING SCOPE OF WORK	(10 POINTS)
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Demonstration of the Proposer's understanding of the project requirements.

FINANCIAL CAPABILITY	(10 POINTS)
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Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity, necessary to complete the services required; current bonding capacity; ownership of assets including equipment.

GEOGRAPHIC LOCATION	(10 POINTS)
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Proximity of proposer within fifty (50) miles to project jobsite.

SCHEDULE	(25 POINTS)
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Demonstration of Proposer's understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates. Consideration will be given to proposers that indicate an ability to credibly complete the project in advance of the required substantial and final completion dates without a premium cost for accelerated work.

PRICE	(25 POINTS)
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Points available for price will be allocated as follows:

15 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 proposer.

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

TOTAL POINTS	(100 POINTS)
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EXHIBIT 3.

**SAWGRASS BAY BLVD. EXTENSION
HARDSCAPE
(Lake County, Florida)**

PROJECT MANUAL

**CONSTRUCTION SERVICES FOR
Sawgrass Bay Blvd. Extension
Hardscape**

MAY 2017

**REQUEST FOR PROPOSAL FOR
CONSTRUCTION SERVICES FOR
SAWGRASS BAY BLVD EXTENSION
HARDSCAPE**

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I. PROPOSAL PACKAGE

- A. Request for Proposals
- B. Evaluation Criteria
- C. Instructions to Proposers
 - a. Solicitation and Award Process
 - b. Proposal Requirements
- D. Scope of Services
- E. Official Proposal Form
- F. Certificate as to Corporate Principal
- G. Affidavit of Proposer
- H. Affidavit of Non-Collusion
- I. Minimum Contractors Qualifications Statement
- J. Special Conditions

II. CONTRACT DOCUMENTS

- A. Form of Construction Agreement

III. PLANS AND SPECIFICATIONS

- A. General Specifications
- B. Technical Specifications
- C. Geotechnical Reports
- D. Construction Plans

REQUEST FOR PROPOSALS

Construction of SAWGRASS BAY BLVD. EXTENSION - HARDSCAPE

Lake County, Florida

Notice is hereby given that the Avalon Groves Community Development District (the “District”), will accept proposals from firms interested in providing labor, materials, and equipment for the construction of SAWGRASS BAY BLVD. EXTENSION HARDSCAPE at the community known as SERENOA located in Clermont, Lake County, Florida (the “Project”). The contract will require contractors to provide construction services for gateway entry monuments, neighborhood entry monuments, columns, gates, and fencing, as more particularly described in the Project Manual and in accordance with the plans and specifications.

The project manual, comprised of proposal and contract documents, will be available for public inspection and may be obtained beginning **May 2, 2017 at 1 p.m.** Contact Todd W. Bonnett at Bonnett Design Group, LLC, Todd@BonnettDesignGroup.com regarding access to the project manual.

A MANDATORY Pre-Bid Conference will take place on **May 5, 2017, at 2 p.m.** at the offices of Bonnett Design Group, LLC, 400 South Orlando Ave., Suite 201, Maitland, Florida, 32751.

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 to one or more proposers, provide for the delivery of the project in phases and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District’s best interests to do so. The successful proposer will be required to execute a contract with the District within ten (10) calendar days of Notice of Award and file the requisite Performance and Payment Bonds and insurance within ten (10) calendar days after execution of the construction Contract.

Any person who wishes to protest the Project Manual, or any component thereof, shall file with the District a written notice of protest within seventy-two (72) hours after the Project Manual is made available, together with a protest bond in a form acceptable to the District and in the amount of \$10,000, and shall file a formal written protest with the District within seven (7) calendar days after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the District’s Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Firms desiring to provide services for this project must submit one (1) original, two (2) copies, and one electronic copy of the required proposal documents no later than **June 2, 2017, at 2 p.m.**, at the offices of DPFG at 1060 Maitland Center, Suite 340, Maitland, Florida 32751. Proposals shall be submitted in a sealed opaque envelope pursuant to the project manual.

Proposals will be opened at the time and date stipulated below; those received after the time and date stipulated above will be returned un-opened to the proposer. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified.

Ranking of proposals will be made on the basis of qualifications and price according to the criteria set forth in the evaluation criteria contained within the project manual; however, please note that proposals received from firms failing to meet the following minimum qualifications/requirements will not be considered or evaluated: (1) Proposer will have constructed three (3) improvements similar in quality and scope with a minimum of \$2,000,000 in total volume construction cost within the last three (3) years; (2) Proposer will have minimum bonding capacity of \$2,000,000 from a Surety Company acceptable to the District; (3) Proposer is authorized to do business in Florida; and (4) Proposer is registered with Lake County and is a licensed contractor in the State of Florida. Any and all questions relative to this project shall be directed in writing only by **May 26, 2017 at 5 p.m.** to Todd W. Bonnett at Bonnett Design Group, LLC, via email only at Todd@BonnettDesignGroup.com.

Notice of Public Meeting for Bid Opening

A special meeting of the Avalon Groves Community Development District will be held on **June 2, 2017 at 2:00 p.m.** at the offices of DPFG at 1060 Maitland Center, Suite 340, Maitland, Florida 32751. No official action of the District's Board will be taken at this meeting, it is held for the limited purpose of opening the bids. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the agenda for this meeting may be obtained from the District Manager, Patricia Comings-Thibault, at Development Planning & Financing Group, Inc., 1060 Maitland Center, Suite 340, Maitland, Florida 32751. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (321) 263-0132 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

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EVALUATION CRITERIA
SAWGRASS BAY BLVD EXTENSION HARDSCAPE CONSTRUCTION SERVICES
AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
LAKE COUNTY, FLORIDA

PERSONNEL	(5 POINTS)
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E.g., 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	(15 POINTS)
-------------------	--------------------

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

UNDERSTANDING SCOPE OF WORK	(10 POINTS)
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Demonstration of the Proposer's understanding of the project requirements.

FINANCIAL CAPABILITY	(10 POINTS)
-----------------------------	--------------------

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity, necessary to complete the services required; current bonding capacity; ownership of assets including equipment.

GEOGRAPHIC LOCATION	(10 POINTS)
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Proximity of proposer within fifty (50) miles to project jobsite.

SCHEDULE	(25 POINTS)
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Demonstration of Proposer's understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates. Consideration will be given to proposers that indicate an ability to credibly complete the project in advance of the required substantial and final completion dates without a premium cost for accelerated work.

PRICE	(25 POINTS)
--------------	--------------------

Points available for price will be allocated as follows:

15 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 proposer.

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

TOTAL POINTS	(100 POINTS)
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INSTRUCTIONS TO PROPOSERS

CONSTRUCTION SERVICES FOR SAWGRASS BAY BLVD. EXTENSION HARDSCAPE LAKE COUNTY, FLORIDA

Solicitation and Award Process

SECTION 1. DUE DATE. Sealed proposals must be received no later than **June 2, 2017, at 2 p.m.**, at the offices of DPFG at 1060 Maitland Center, Suite 340, Maitland, Florida 32751. Properly identified Proposals received on time will be publicly opened at that time.

SECTION 2. MANDATORY PRE-PROPOSAL CONFERENCE. A MANDATORY Pre-Proposal Conference will take place on **May 5, 2017, at 2 p.m.** at the offices of Bonnett Design Group, LLC, 400 South Orlando Ave., Suite 201, Maitland, Florida, 32751. The pre-proposal conference may include, but not be limited to, a discussion of contract requirements, inspections, evaluations, and submittal requirements. The failure to attend the pre-proposal conference may result in the disqualification of a Proposer. District Engineer and Landscape Architect will be present to discuss the Project. The Landscape Architect will transmit to all prospective Proposers of record such Addenda, as the District considers necessary in response to questions arising at the conference. Oral statements shall not be relied upon and will not be binding or legally effective.

SECTION 3. INTERPRETATIONS AND ADDENDA. Proposers shall promptly notify the District via email only at Todd@BonnettDesignGroup.com of any ambiguity, inconsistency, or error, which they may discover upon examination of the Proposal Documents or of the site and local conditions. All questions about the meaning or intent of the Proposal Documents or the Project are to be directed to the Landscape Architect. Proposers requiring clarification or interpretation of the Proposal Documents shall make a written request by email only to Bonnett Design Group by **May 26, 2017, at 5 p.m.** Only questions answered by formal written Addenda will be binding. Interpretation, corrections, or changes of the Proposal Documents made in any other manner will not be binding, and Proposers shall not rely upon such interpretation, corrections, and change. No interpretations will be given verbally.

An interpretation, correction, or change of the Proposal Documents considered necessary by the Engineer will be made by Addendum and sent via mail, fax, email or delivery only to parties recorded by Engineer as having attended the mandatory pre-proposal conference. **The District cannot guarantee that the Proposers will receive the addendums and therefore all addendums will be available at the office of Bonnet Design Group, LLC, at the address listed in the RFP publication. Immediately prior to submitting his Proposal, each Proposer shall ascertain that he has received all Addenda issued, and he shall acknowledge their receipt in the space provided in the Proposal Form.** No inquiries will be accepted from subcontractors - the Proposer shall be responsible for all queries.

SECTION 4. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the District's evaluation of the Proposer's ability to perform the services for the Project as demonstrated by 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.

SECTION 5. ACCEPTANCE OF PROPOSAL; CONTRACT AWARD. It is the intent of the District to award a contract to a Proposer provided the Proposal has been submitted in accordance with the requirements of the Proposal Documents, is judged to be reasonable, does not exceed the construction funds budgeted for the Project and will be in the best interests of the District. District reserves the right to waive any formality or irregularity in any Proposal received that is not material. The District shall have the right to accept alternates in any order or combination and to determine the lowest price Proposer on the basis of the sum of the Total Lump Sum Price and/or other Alternates may be accepted if alternate Proposals are requested in the Official Proposal Form.

If the Contract is awarded, District may give Successful Proposer a Notice of Award within one hundred twenty **(120) calendar days** after the day of the Proposal Opening. Within **ten calendar (10) days** of receipt of the Notice of Award from the District, the Proposer shall enter into and execute the Contract in substantially the form included in the Proposal Documents, unless requested otherwise by the District. Upon contract award, the successful Proposer will be required to furnish a payment and performance bond in compliance with section 255.05, Florida Statutes, and executed in a form acceptable to the District and in the sum equal to one hundred percent (100%) of the total amount of the contract value concurrent with execution of the contract. The Proposal shall be submitted with the understanding that the Proposer will not withdraw its proposal for a period of one hundred twenty **(120) calendar days** after proposals are due.

SECTION 6. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so.

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

believes, in its sole discretion, that it would not be in the best interest of the District to make an award to that Proposer. Any or all Proposals in which the prices are obviously unbalanced, nonconforming, or conditional are subject to rejection. A Proposal that is in any way incomplete or irregular may be rejected, at the sole discretion of the District.

SECTION 8. PROTESTS. Any protest regarding the Proposal Documents, including the evaluation criteria, specifications or other requirements contained in the Request for Proposal must be filed in writing, at the offices of DPFPG at 1060 Maitland Center, Suite 340, Maitland, Florida 32751, within seventy-two (72) hours after the Project Manual is made available to qualified contractors. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to any provision in any document included in the Project Manual, including but not limited to, plans, specifications or contract documents.

Proposal Requirements

SECTION 9. SUBMISSION OF PROPOSALS. The Proposal and all other required documents are to be completed and submitted with **two (2) copies and one (1) electronic copy on CD** with the following data:

See forms provided in RFP for the following:

- A. Official Proposal Form
- B. Certificate as to Corporate Principal
- C. Affidavit of Proposer
- D. Affidavit of Non-Collusion
- E. Minimum Qualifications Statement including Minimum Qualifications

Contractor generated documents: Letter of Qualification for Performance and Payment Bonds

- F. Initial Project Schedule
- G. Schedule of Values
- H. Insurance Certificate
- I. Contractors Key Personnel with Resumes, staffing, similar projects & references, etc.
- J. Contractors Proposed Logistics Plan with Narrative
- K. Any other data required by the Request for Proposals or Addendums

Proposal submissions shall be enclosed in an opaque, sealed container, marked with the project title and name and address of 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 –CONSTRUCTION SERVICES FOR SAWGRASS BAY BLVD. EXTENSION HARDSCAPE" on the face of it. Proposals shall be deposited at the designated location prior to

the time and date for receipt of Proposals indicated in the Request for Proposal, or any time extension thereof made by Addendum. Proposer shall assume full responsibility for timely delivery at location designated for receipts of Proposals. Proposals received either in person, or by mail after the time and date for receipt of Proposals will not be accepted and will be returned unopened. Oral, telephonic, or email Proposals are invalid and will not be considered.

SECTION 10. 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.

SECTION 11. PROPOSAL MODIFICATION. Proposals may be modified by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time proposals are due provided that they are then fully in conformance with these Instructions to Proposers. Prior to time and date designated for receipt of Proposals, Proposals submitted early may be modified or withdrawn only by an appropriate document duly executed (in the manner that a Proposal must be executed) and hand-delivered by notice to the party receiving Proposals at the place and prior to the time designated for receipt of Proposals. A Proposal may not be modified, withdrawn or canceled by 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.

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 will classify the Proposal as being non-responsive. The Proposal Form shall contain **an acknowledgment of receipt of all Addenda** (the numbers of which must be filled in on the Proposal Form). Each copy of the Proposal Form shall include the company name, address, telephone number, facsimile number, and legal name of Proposer **and a statement whether Proposer is sole proprietor, a partnership, a corporation or any other legal entity, and each copy shall be signed by** the person or persons legally authorized to bind 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.

Proposals must be priced on a Total Lump Sum Price (not to exceed) basis for the Work described in the Proposal.

SECTION 13. SUBCONTRACTORS, SUPPLIERS AND OTHERS. Each Proposer shall submit to District a **list of Subcontractors and major materials suppliers** to be used if awarded the contract. A copy of the form to be submitted is provided in the Proposal Form and shall be completed as part of Proposer's Proposal. Such listing shall include the name of each Subcontractor where the amount of their work exceeds five percent (5%) of the Contract Price. If no Subcontractors are required, so state thereon. Upon request by the Engineer, the Successful Proposer shall submit, within five (5) days thereafter, all data required to establish to the satisfaction of the Engineer and 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 Engineer will notify the Proposer in writing if either the District or the Engineer, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Proposer then may, at his option, withdraw his Proposal 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 his option, disqualify the Proposer, at no cost to the District, and award the contract to another Proposer that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations.

Subcontractors and other persons and organizations proposed by the Proposer and accepted by the District and the Engineer 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 Engineer. Contractor shall not subcontract more than fifty percent (50%) of the Proposal amount without prior approval of the District and Engineer.

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

SECTION 15. 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 will have constructed three (3) improvements similar in quality and scope with a minimum of \$2,000,000 in total volume construction cost within the last three (3) years; (2) Proposer will have minimum bonding capacity of \$2,000,000 from a Surety Company acceptable to the District; (3) Proposer is authorized to do business in Florida; and (4) Proposer is registered with Lake County and is a licensed contractor in the State of Florida. The Proposer must be registered with Lake County at

the time bids become due; failure to so register will cause the Proposer's Proposal to be considered non-responsive. 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. Furthermore, the proposer shall submit satisfactory evidence that the Proposer meets the minimum qualifications set forth in the Minimum Qualifications Statement contained in the Project Manual.

SECTION 16. PERFORMANCE AND PAYMENT BONDS. Each Proposer shall submit a **Letter of Qualification from an acceptable Surety Company** (on Surety letterhead), stating that the Proposer is bondable for the amounts required by the Contract Documents. To be responsible to the District as Surety on Bonds, Surety shall comply with the following provisions:

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

Upon contract award, the successful Proposer will be required to furnish **Payment and Performance bonds** in compliance with section 255.05, *Florida Statutes*, and executed in the form included in the 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. The Proposer shall deliver the required bonds to the Engineer, District and District no later than ten (10) days after 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 Lake County Clerk of the Courts Recording Department. After the bonds have been assigned a book and page number, a copy will be made by request to the Recording person. A copy of said bonds to be recorded will be provided to the District, Developer and Engineer. No work can commence until the required bonds have been delivered to the District, Developer and Engineer. Upon receipt of the bonds the District may issue a Notice to Proceed.

SECTION 17. SCHEDULE OF VALUES. Proposer shall submit a **Schedule of Values** for the proposed Work for review and approval by the District and/or Engineer. The Schedule of Values for all of the Work will include quantities and prices of items derived by the Proposer aggregating the Total Lump Sum Price. Each section shall contain integral component parts of the Work in sufficient detail to serve as the basis for future progress payments and shall be utilized as the basis for additions and deletions to the Work during construction. Such prices will include an appropriate amount of overhead and profit applicable to each main section. If 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 18. PROJECT SCHEDULE. An **Initial Project Schedule** shall be submitted with the Proposal in accordance with the Contract Documents and shall not exceed the time stipulated as the Contract Time. The District reserves the right to base the award of the Contract subject to the submission of a schedule which is not qualified and identifies the duration of the Work all inclusive of the complete and functioning project from beginning to end, within the prescribed Contract Times.

SECTION 19. REQUIRED ADDITIONAL INFORMATION. All Proposals shall include the following information **in addition to any other requirements** of the Proposal Documents:

- A. A list of position or title and corporate responsibilities of key management or supervisory personnel. Proposer should include resumes for each person listed.
- B. A description of proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature. Proposer should include resumes with applicable certifications.
- C. Two references from projects of similar size and scope. 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 other community development districts.
- D. Completed copies of all other forms included within the Proposal Documents.
- E. Certificate of Insurance detailing the company's insurance coverage including the types of coverage and limits for general, property, automobile liability, and worker's compensation insurance. In the event the Proposer is notified of award, it shall provide proof of the insurance coverage identifying the District, its staff, engineer, employees, officers, agents and supervisors as additional insureds, as stated in the Contract form provided herein, within **ten (10) calendar days** after notification.

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

SECTION 20. 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 Engineer 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 Engineer's decision of approval or disapproval of a proposed substitution shall be final. If the Engineer approves any proposed substitution, such approval will be set forth in an Addenda. Proposers shall **not** rely upon approval made in any other manner.

SECTION 21. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the Proposal in compliance with all such laws, ordinances and regulations.

SECTION 22. 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.

SECTION 23. 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 24. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.

SECTION 25. 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 its board members, staff, employees, officers, and agents against any cost, damage, or expense which may be incurred in Proposer's preparation of the same.
- B. The documents contained within the Project Manual, including the standard form of agreement, are complementary; what is called for by one is binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Project Manual, he/she shall call it to the District 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.
- 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 within ten (10) calendar days of the Notice of Award and to execute and deliver the Bonds and other documents required by the Proposal requirements within ten (10) calendar days after the date of execution of the Contract. The Contractor will commence construction within five (5) calendar days of the later receipt of the Notice to Proceed.
- 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" permit, electrical permit, water and electrical meters (if applicable), installation fees, electrical inspection fees, building permit, temporary services and utilities, and other necessary permits or approvals.
- G. The Contractor shall complete the Work herein defined and detailed in a professional and workman like manner typical of the industry. There shall be no sections or parts missing.

Furthermore, each portion of the work shall be complete and able to function for its intended use. The work must be continuous unless otherwise directed by the District. The work, including punch list items, must be acceptable to and accepted by applicable regulatory authorities.

- H. All storm drainage must be maintained to each property adjacent to 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.
 - i. Quantities, if shown on the Bid, are estimated for bidding purposes only and shall be verified by the Contractor.
 - ii. Payment for work performed under this contract shall be based on lump sum bid. Bidder shall determine quantities.
 - iii. Regardless of uncertainties of material supply and production at the time of bidding, Contractors shall base their bids in strict accordance with items, materials and methods as set forth in the Contract Documents.
 - iv. Pay items may be added, or deleted, to the list of pay items by the Engineer or Contractor, that are required to complete the scope of work as defined by the project plans and specifications.
- 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. The District shall furnish a reference benchmark. All other necessary survey work must be provided by the successful Proposer.

- M. The Proposer shall specify subcontractors to be used for work where such work exceeds five percent (5%) 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 all NPDES, FDEP, SJRWMD, ACOE, and Lake County latest rules and regulations. Any fines levied shall be paid by Contractor.
- P. Enclosed are reports of geotechnical exploration prepared by Devo Engineering and Faulkner Engineering. All construction shall be completed in accordance with this report. The District assumes no responsibility for accuracy of soil report. The District will be responsible for the cost of geotechnical testing services for Project except for those tests required for project services and equipment. Proposer is responsible for coordinating with the District's testing service. Proposer is responsible for all failing tests-retests. For testing required by Proposer, Proposer will pre-qualify for approval by the District the testing laboratory and unit price schedule prior to the Notice to Proceed. 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. Successful Proposer must perform any tests as required by Utilities, Inc. and Lake County and applicable specifications prior to Project acceptance. 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 12 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, 2010 American with Disabilities Act (“ADA”) Accessibility Guidelines, 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.

SCOPE OF SERVICES
CONSTRUCTION SERVICES FOR
SAWGRASS BAY BLVD EXTENSION HARDSCAPE

Construction services for gateway entry monuments, neighborhood entry monuments, columns, gates, and fencing for SAWGRASS BAY BLVD. EXTENSION HARDSCAPE.

OFFICIAL PROPOSAL FORM
CONSTRUCTION SERVICES FOR
SAWGRASS BAY BLVD EXTENSION HARDSCAPE

This project generally includes but is not limited to include construction services for gateway entry monuments, neighborhood entry monuments, columns, gates, and fencing, as more particularly described in the Project Manual and in accordance with the plans and specifications.

TO BE SUBMITTED TO:

Avalon Groves Community Development District
c/o DPFPG
1060 Maitland Center, Suite 340
Maitland, Florida, 32751

on or before June 2, 2017, at 2 p.m.

PUBLIC OPENING

TO: Avalon Groves Community Development District

FROM:

(Proposer)

In accordance with the District Request for Proposals inviting proposals for

Construction Services for SAWGRASS BAY BLVD. EXTENSION HARDSCAPE

the undersigned proposes to provide all work necessary to install and construct the improvements including but not limited to mobilization, erosion control, maintenance and restoration of staging and access areas, protection and restoration of property, etc. as shown on the Plans prepared by Bonnett Design Group, LLC (“Plans”) in accordance with the Lake County Standards and Specifications and the permits.

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

THE UNDERSIGNED PROPOSER, having a thorough understanding of the Work required by the Contract Documents, the site and conditions where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work, and having knowledge of the expense and difficulties attending performance of the Work, and having fully inspected the site in all particulars, hereby proposes and agrees, if this Proposal is accepted, to enter into the Construction Contract with the District 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 LUMP SUM PRICES as indicated in the Proposal Summary.

DOCUMENTS AND ADDENDA

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

Addendum No. _____ Dated: ____/____/____

Addendum No. _____ Dated: ____/____/____

Addendum No. _____ Dated: ____/____/____

Addendum No. _____ Dated: ____/____/____

LIST OF DRAWINGS
CONSTRUCTION SERVICES FOR
SAWGRASS BAY BLVD EXTENSION HARDSCAPE

PROPOSAL SUMMARY
CONSTRUCTION SERVICES FOR
SAWGRASS BAY BLVD EXTENSION HARDSCAPE

ITEM	TOTAL
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
5. _____	\$ _____
6. _____	\$ _____
7. _____	\$ _____
8. _____	\$ _____
9. _____	\$ _____
10. General Conditions:	\$ _____
11. Performance and Payment Bond:	\$ _____
12. Liability Insurance:	\$ _____
TOTAL BASE BID – Items 1 - 12 (STIPULATED LUMP SUM)	
\$ _____ or _____ dollars	

Substantial Completion within _____ calendar days

ALTERNATE NO.1 _____	\$ _____
ALTERNATE NO.2 _____	\$ _____
ALTERNATE NO.3 _____	\$ _____
ALTERNATE NO.4 _____	\$ _____

TIME OF COMMENCEMENT, COMPLETION, AND PROJECT SCHEDULE

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

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

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

LIQUIDATED DAMAGES

Should the Contractor or, in case of his default, the Surety fail to complete the work within the time stimulated in the contract, or within such extra time as may have been granted by the District, the Proposer, in case of his default, the Surety shall pay to the District, not as a penalty but as liquidated damages in the amount of \$1,000 per calendar day beyond substantial completion.

GENERAL AGREEMENTS

The Proposer agrees to all terms and conditions as stated in Section 26, Acknowledgments, of the Instructions to Proposers contained in the Project Manual.

REQUIRED DOCUMENTS

1. The following documents are to be submitted or attached to and made a condition of the Proposal submittal:
 - A. Official Proposal Form
 - B. Certificate as to Corporate Principal
 - C. Affidavit of Proposer

- D. Affidavit of Non-Collusion
 - E. Minimum Qualifications Statement including Minimum Qualifications
 - F. Letter of Qualification for Performance and Payment Bonds
 - G. Initial Project Schedule
 - H. Schedule of Values
 - I. Insurance Certificate
 - J. Contractor's Key Personnel with Resumes, staffing, similar projects & references
 - K. Contractor's Proposed Logistics Plan with Narrative
 - L. Any other data required by the Request for Proposers or Addendums
2. Terms used in this Proposal which are defined in the Project Manual, General Conditions, Special Conditions or Proposal Instructions will have the meanings indicated in the General Conditions, Special Conditions or Proposal Instructions.

CIVIL RIGHTS

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

ORGANIZATION INFORMATION OF PROPOSER
CONSTRUCTION SERVICES FOR
SAWGRASS BAY BLVD EXTENSION HARDSCAPE

DATE SUBMITTED: _____, 2017

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 _____

6. Is the Proposer incorporated in the State of Florida? Yes (☐) No (☐)
If yes, provide the following:
Is the Company in good standing with the Florida Department of State, Division of Corporations?
Yes (☐) No (☐)

If no, please explain _____

Date Incorporated _____

Charter No. _____

6.1 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. _____

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

7.1 If yes, provide the following:

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

7.2 Is the Proposer company a registered or licensed Contractor with Lake County?

Yes () No ()

7.3 Has the Proposer company performed work for a community development district previously? Yes ()

No ()

8. Name of Proposer's Bonding Company _____

Address _____

Approved Bonding Capacities: Aggregate Limit \$ _____

Single Project Limit \$ _____

Total Current Contracts Bonded \$ _____

9. Name of Proposer's Bonding Agency _____

Address _____

Telephone _____

10. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (14) _____ ,
(15) _____, (16) _____.

11. What are the Proposers' company's current insurance limits?

General Liability \$ _____
Automobile Liability \$ _____
Workers Compensation \$ _____
Expiration Date _____

12. 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: _____

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

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

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

State the period(s) of debarment or suspension _____

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

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

15. Have you ever failed to complete any work awarded to you? Yes () No ()

If so, where and why? _____

16. Has any officer or partner of your organization ever been an officer, partner, or owner of some other organization that has failed to complete a construction contract?

Yes () No ()

If so, state name of individual, other organization and reason therefore _____

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

18. Has organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes () No ()

If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

19. Within the past five (5) years, has organization failed to complete a project within the scheduled contract time? Yes () No ()

If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof.

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

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by Avalon Groves Community Development District, or its authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or necessary to determine whether the Avalon Groves 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 _____, 2017.

(Corporate Seal)

Sworn to before me this _____ day of _____, 2017.

(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)			

SUPERVISORY PERSONNEL

Company Name _____

Date _____

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

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

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 the 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.

				PROPOSER'S UNCOMPLETED AMOUNT AS OF THIS DATE		COMPLETION DATE		
OWNER, LOCATION AND DESCRIPTION OF PROJECT	CURRENT CONTRACT AMOUNT AS PRIME	CURRENT CONTRACT AMOUNT AS SUBCONTRACTOR	CURRENT AMOUNT SUBJECT TO OTHERS	AS PRIME CONTRACTOR	AS SUBCONTRACTOR	ORIGINAL CONTRACT DATE	APPROVED REVISED DATE	CURRENT ESTIMATE DATE
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
Subtotal Uncompleted Work				\$	\$			
Total Uncompleted Work on Hand					\$			

PROJECTS COMPLETED BY PROPOSER IN THE LAST TWO YEARS

Company Name _____ Date _____

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

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

¹ 'Prime or Sub' should indicate whether Proposer performed the work as a prime contractor or as a subcontractor.

² 'Owner Name/Location' should indicate the Owner of the project if the Proposer performed the work as a prime contractor or the general contractor if the Proposer performed the work as a subcontractor.

³ 'Name & Phone Number of Owner's Representative on this Project' should list a reference from the business entity listed in the previous column familiar with Proposer's contract performance.

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

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

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

CERTIFICATE AS TO CORPORATE PRINCIPAL
CONSTRUCTION SERVICES FOR
SAWGRASS BAY BLVD EXTENSION HARDSCAPE

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that _____ who signed the said bond on behalf of the Principal, was then of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in Behalf of said Corporation by authority of its governing body.

Secretary

Corporate Seal

STATE OF FLORIDA

)

)

SS

COUNTY OF _____

)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the surety named therein in favor of Avalon Groves Community Development District.

Sworn to before me this _____ day of _____, 2017.

Notary Public / Expiration Date:

(SEAL)

(Attach Power of Attorney to Financial Statement of Surety Company)

(SEAL)

STATE OF FLORIDA)
)
COUNTY OF _____) SS

being duly sworn, deposes and says that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/ she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

(SEAL)

(SEAL)

AFFIDAVIT OF NON-COLLUSION
CONSTRUCTION SERVICES FOR
SAWGRASS BAY BLVD EXTENSION HARDSCAPE

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 _____ (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 _____, 2017.

Signature by authorized representative of Proposer

STATE OF FLORIDA
COUNTY OF _____

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

Signature of Notary Public taking acknowledgement

My Commission Expires: _____

(SEAL)

MINIMUM CONTRACTOR QUALIFICATIONS STATEMENT
CONSTRUCTION SERVICES FOR
SAWGRASS BAY BLVD EXTENSION HARDSCAPE
LAKE COUNTY, FLORIDA

Contractor: _____

Contact: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Typical Work Description: Construction Services will include construction of _____ and all work associated with these types of activities.

Owner: Avalon Groves Community Development District

Minimum Qualifications: Proposers for the Avalon Groves Community Development District ("District") projects shall have the following minimum qualifications:

- (1) Applicant will have constructed three (3) projects similar in quality and scope with a minimum of \$2,000,000 in total construction cost within the last (5) years.
- (2) Applicant shall be required to provide evidence of \$2,000,000 minimum bonding capacity from a Surety Company acceptable to the CDD.
- (3) Applicant is authorized to do business in the State of Florida.
- (4) Applicant is a licensed general contractor in the State of Florida and registered in Lake County.

The District reserves the right to waive any of the minimum qualifications or to waive any informalities or irregularities in the qualifications as deemed to be in the best interests of the District.

Certification: I hereby certify that the applicant meets or exceeds the minimum qualifications identified above. I further acknowledge that despite meeting the minimum qualifications above, the District has the right to deny, suspend or revoke a prospective bidder's qualification for bidding on the Avalon Groves Community Development District projects based upon the Determination of Qualified Prospective Bidder information contained herein.

Contractor Name

Contractor Title

Date

SPECIAL CONDITIONS

CONSTRUCTION SERVICES FOR SAWGRASS BAY BLVD EXTENSION HARDSCAPE LAKE COUNTY, FLORIDA

1. USE OF PREMISES

1.1 Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not encumber the premises with construction equipment or damage to any such land or area, or to the Owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such Owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless District/Owner and anyone directly or indirectly employed by any of them from and against all claims, costs, losses, and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such Owner or occupant against District/Owner or any other party indemnified hereunder to the extent caused by or based upon contractor's performance of the Work.

1.2 During the progress of the Work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the site clean and ready for use by the District at Substantial Completion of the Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.

1.3 The District/Owner assumes no responsibility for conditions under which the Work must be performed and shall not be held liable for damages to any person for delays in the Project or interferences in the Project regardless of how caused, except for those directly caused by District/Owner negligence or willful acts.

1.4 The Contractor's personnel shall adhere to all rules, regulations and security measures as required by the District. Specific attention is called to, but not limited to the following conditions:

1. The limit of the construction area will be within the limits of construction indicated on the Contract Drawings, plus access areas. Construction personnel are limited to this area only and are not permitted in any other areas.
2. During execution of the Work of this Project, the Contractor shall maintain access to all other sites within the development to the extent that Contractor's work affects access to these areas at all times during the Work. This shall include modifying driving surfaces or accesses as necessary to allow access for users outside of the limits of construction.
3. Contractors employees and subcontractors employees are to conduct themselves in a professional manner at all times including proper attire (shirts and appropriate foot ware must be worn). Fighting, gambling, horseplay, whistling, possession of or drinking of alcoholic beverages, possession of or the use of illegal drugs, firearms or failure to follow safety regulations will serve as cause for the immediate and permanent removal of the involved individuals from the Project.

2.0 PROJECT MEETINGS

2.1 The Contractor shall hold an initial coordination meeting with the District, Landscape Architect, and Engineer (Pre-Construction Meeting) at a time and place to be mutually agreed on at which the parties will finalize and agree upon the logistics plan for the Project. During the initial meeting, Contractor shall provide all available As-builts, as well as, a Site Logistics Plan, which depicts construction phasing, scheduling, and temporary measures, as necessary.

2.1 The Engineer agrees to hold and record weekly job meetings at a time and place to be mutually agreed on at the first organization meeting. Contractor's representative shall have the authority to make policy decisions.

2.2 Responsible representatives of the District, Engineer, Landscape Architect, and Contractor shall attend.

2.3 Attendance is expected regularly and on time so that business can be conducted as quickly as possible.

2.4 Such meetings shall discuss scheduling, Work progress and any problem arising from the Work, particularly involving more than one subcontractor and/or utility company. The meeting shall not be used for required Contractor coordination responsibilities.

2.5 The Engineer shall be responsible for keeping minutes and shall include in the minutes of job meetings all circumstances that may bear on the progress of the Work, including without limitation dates of letting subcontracts, ordering and delivery of materials, weather conditions or other unusual circumstances that may cause difficulty or delay. In addition, the contractor shall be responsible for keeping and providing updated change order, RFI and submittal logs for review and reference at each weekly meeting.

2.6 Meeting minutes and all logs are to be distributed to all attendees prior to the next progress meeting.

2.7 Immediately prior to each meeting, Contractor must complete a "Two Week Look Ahead" bar chart schedule for the purposes of review during the meeting. This bar chart should include the following types of activities:

- 1 Construction activities
- 2 Major equipment/material deliveries
- 3 Significant milestones (e.g., piping system complete, paving start date, etc.)
- 4 Deadlines for supplemental information required by Contractor

3.0 SAFETY AND SECURITY

3.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- 1 All persons on the Project Site or who may be affected by the Work;
- 2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site; and
- 3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

3.2 Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify District/Owner of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal,

relocation and replacement of their property. All damage, injury or loss to any property referred directly or indirectly, in whole or in part, by Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, shall be remedied by Contractor.

3.3 Contractor shall designate a qualified and experienced safety representative at the Project Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

3.4 Contractor shall provide for the safety and protection of the Contractor's own Work, including the covering of any holes, open trenches etc., so as to avoid all safety hazards. The Contractor is solely responsible for compliance with all local and national safety regulations and requirements.

3.5 Prior to starting work on the Project, the Contractor and subcontractors shall meet with their employees to apprise them of the safety requirements. Minutes from this meeting shall be provided to the District and Engineer.

3.6 INTENTIONALLY DELETED

3.7 The Contractor is responsible for providing an adequate number of approved NAPA fire extinguishers for the Project Site. An approved extinguisher, shielding curtains, and screens must be provided at welding and cutting equipment at all times. All fire extinguishers are to be serviced and maintained in accordance with NAPA requirements.

3.8 INTENTIONALLY DELETED

3.9 INTENTIONALLY DELETED

3.10 Contractor shall be responsible for ensuring that his employees, subs, visitors and agency comply with OSHA and other regulatory agencies at all times.

3.11 Contractors shall provide adequate tools and equipment for the safe performance of the Work. Equipment must meet OSHA standards. The metal non-current carrying parts of all electrical appliances must be grounded.

3.12 The Contractor is expected to provide first aid equipment and trained personnel for his employees, as defined in the OSHA Standards. The Contractor must post a list containing names and phone numbers of first aid person, doctor, hospital, and ambulance at the Project Site.

3.13 In the event the Contractor discovers hazardous materials or hazardous conditions at the Project Site, the Contractor is to immediately cease work and vacate that area and contact the District for further instructions.

3.14 If the Contractor notices any safety violations at the Project Site, the Contractor shall immediately notify the Engineer and District. In the event of an accident on the contractor's work site, the contractor must immediately notify the Engineer and District and follow up within 24 hours with a written description of the event.

3.15 The Contractor is expected to conform to all local and OSHA trenching regulations and safety standards related to excavation and earthwork.

4.0 CLEANING

4.1 The Contractor and each subcontractor shall conduct daily inspections to verify that requirements of cleanliness are being met.

4.2 The Contractor and each subcontractor and subcontractor shall be responsible for the daily removal and disposition of all salvage items, demolition debris, and all other items, equipment, apparatus, fixtures, wiring conduit, piping, and the like scheduled to be removed. In addition, the contractor shall provide street sweeping at intervals necessary to keep pavement and curb clear of dirt and debris.

4.3 The Contractor and each subcontractor shall be responsible for all cleaning in connection with his own work and shall deposit all trash (including wrappers, crating, waste or debris) resulting from his Work. All combustible material shall be removed from the Project Site on a daily basis.

4.4 The Contractor shall arrange space for workmen's lunches, provide rubbish containers for miscellaneous trash and keep premises clean and remove all debris at the end of each working day.

4.5 If the Contractor fails to clean up his trash within one (1) working day after being requested in writing to do so by the District, the District may complete the necessary clean up and deduct the cost thereof from any payment due the Contractor.

4.6 Omitted.

5.0 TESTS AND INSPECTIONS

5.1 Contractor shall give Engineer or other testing group so designated by the District, timely notice of readiness of the Work for all required inspections, tests, or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspection or tests.

5.2 Unless provided for otherwise in the Construction Contract and Contract Documents, the District shall employ and pay for the services of an independent testing laboratory to perform geotechnical testing and the Contractor will provide all inspections, tests, or approval required for systems related to the work and will be responsible for the cost of but not be limited to the following:

- 1 for inspections, tests, or approval covered by paragraph 5.4 below;
- 2 those costs incurred in connection with tests or inspections conducted pursuant to paragraph 5.7 below shall be paid as provided in said paragraph 5.7; and
- 3 as otherwise specifically provided in the Contract Documents.

5.3 If Laws or Regulations of any public body having jurisdiction require any work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer and District/Owner the required certificates of inspection, or approval. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for District/Owner and Engineer's acceptance of materials or equipment to be incorporated in the work, or of materials, mix, designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

5.4 If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

5.5 Uncovering Work as provided in paragraph 5.4 shall be at Contractor's expense, unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

5.6 If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

5.7 If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such work is defective, Contractor shall pay all claims, costs, losses and damages caused by, arising out of, or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of Work of others); and District shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction of the work.

5.8 Contractor shall be responsible for contacting District/Owner's testing service/engineer each and every time the Contractor's Work requires testing or observation in accordance with the Contract Documents. Contractor shall give testing engineer a minimum of 24 hours-notice.

6.0 PERMITS

6.1 The District shall pay all fees for approved construction plans (including impact fees as appropriate) directly related to this construction however, all other permits as described in Section 3.7 of the General Conditions and inspection fees (to the extent not paid by District) shall be the responsibility of the Contractor.

6.2 Contractor shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither District nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

6.3 If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom.

6.4 Prior to commencement of the Work, Contractor is responsible to obtain complete and valid copies of all construction permits related to the Work from District and/or Engineer. Contractor must perform the Work in accordance with all of the conditions and requirements of the construction related to the Work. Such permits specifically include, but are not limited to permits from Lake County, Saint John's River Water Management District, Florida Department of Environmental Protection, Florida Department of Transportation and the Army Corps of Engineers.

7.0 CONTRACTOR'S RESPONSIBILITY TO MANAGE

7.1 Contractor shall be fully responsible to District and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other person or organization any contractual relationship between District or Engineer and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the District or Engineer to pay or to see to the payment of any monies due any such Subcontractor, Supplier, or other person or organization except as may otherwise be required by Laws and Regulations.

7.2 Contractor shall be solely responsible for scheduling and coordinating the Work of subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor. Contractor shall require all subcontractors, suppliers, and such other persons and organizations performing or furnishing any of the Work to communicate with the Engineer through the Contractor.

8.0 TREE PROTECTION

8.1 The Contractor shall be solely responsible for the protection of all trees shown on the Construction Plans as to be preserved and those identified by the District/Owner prior to clearing to be preserved. The Contractor shall provide tree protection for all trees to remain either within or adjacent to the work and special care is to be made to avoid damage to the preserved and protected trees during clearing activities in accordance with the Construction Plans.

8.2 The Contractor shall be responsible to replace every tree equal to or greater than 8" caliper, which has been indicated on the Construction Plan for preservation if removed by the Contractor. Replacement trees shall be of like kind and maturity.

8.3 All trees shown on the Construction Plans or designated in the field to remain must be protected from damage by wood fencing as indicated in the Construction Plans. The Contractor is responsible for the maintenance of tree protection through substantial completion. The placement of vehicles, construction materials, debris or excavated material within drip line will not be permitted. Excavation or filling within the drip line shall be done with care and shall be the minimum required to construct grades as shown in the Construction Plans. Excavation methods within the drip line of all trees designated on the plans or in the field for protection must be approved by Engineer or District prior to the work. Joint trench installation of utility may be required.

8.5 Omitted.

9.0 SOIL MANAGEMENT

9.1 Omitted.

9.2 Contractor shall not be allowed to excavate below the final grades shown at the designated elevations on the grading plan without the prior written approval of the District/Owner.

9.3 Omitted.

9.4 Omitted.

9.5 The Contractor shall prevent surface water and subsurface of ground water from flowing into excavations and from flooding project site and surrounding areas.

9.6 Contractor shall not allow water to accumulate in excavations. The Contractor shall remove water to prevent soil changes detrimental to stability of subgrades. The Contractor shall provide and maintain pumps, well points, sumps, suction and discharge lines, erosion control and other dewatering system components necessary to convey water away from excavations at Contractor's sole expense.

9.7 Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations to collecting or run-off areas. The use of trench excavations as temporary drainage ditches is prohibited.

9.8 SPECIAL EROSION CONTROL MEASURES

9.8.1 Construction activity within the Project shall be conducted in accordance with a stormwater pollution prevention plan developed pursuant to the FDEP NPDES permit program. Prior to any work, the contractor shall prepare and submit an application for an FDEP NPDES Stormwater permit to the FDEP. The silt fencing shall be inspected at least once a week and repairs to fallen or damaged sections shall be made immediately upon discovery. Contractor shall provide weekly

NPDES reports with the monthly application for payment and at any interval deemed necessary or requested by the District or Engineer.

9.8.2 Copies of the stormwater pollution prevention plans and the FDEP NPDES permit shall be provided to the Engineer, District/Owner and the Florida Department of Environmental Protection.

9.8.3 District and Engineer independent from Contractor will also inspect silt fencing and other erosion control measures. The District and Engineer will provide the Contractor with written notification of any repairs or additions that must be made to the Contractor's erosion control measures. Contractor must complete repairs or additions within 24 hours of receipt of written notification. If Contractor fails to complete repairs or additions within such time period, the Contractor will be fined \$500 for each such failure to respond.

10.2.1 [INTENTIONALLY OMITTED]

11.0 UTILITY COORDINATION

11.1 Contractor is responsible for coordinating the Work with any and all governmental agencies, utility companies, other contractors and service providers that are providing or serving utilities to the Project.

11.2 Omitted.

11.3 The Contractor is responsible for facilitation of schedule and site accommodation of works related to the placement of new infrastructure by Sumter Electric Cooperative Inc. and/or designated contractors and all other utility providers working within the Project. The District/Owner will be responsible for coordination of work between Contractor and various utility providers. The Contractor is responsible for coordination with utility providers of their installation of sleeves within the ROW. The Contractor is expected to accommodate the utility work and to not unnecessarily impede its progress.

11.4 Florida Law (F.S. 553.851) Protection of Underground Pipelines mandates that "no excavator shall commence or perform any excavation in any public or private street, alley, right-of-way dedicated to the public use, or gas utility easement without first obtaining information concerning the possible location of gas pipelines in the area of the proposed excavation." This includes any operation utilizing hand tools or power tools which moves or removes any structure, earth, rock, or other mass of material by such methods as digging, backfilling, demolition, grading, ditching, drilling, boring and cable plowing. The Contractor must notify the gas utility a minimum of 48 hours and a maximum of 5 days prior to excavating (excluding Saturdays, Sundays, and legal holidays).

12.0 Omitted

13.0 HARDSCAPE/LANDSCAPE/IRRIGATION COORDINATION

13.1 The Contractor shall be responsible for coordinating the installation of all rights-of-way and all center median area landscaping, hardscape and irrigation work with the District contractors. District's contractor shall be accommodated for placement of irrigation sleeves and other equipment at appropriate time in the overall project sequence of work. The Contractor shall provide the District/Owner with four (4) weeks minimum written notice of when the Contractor desires the District's landscape and irrigation contractors to man the job to perform their respective tasks.

14.0 Omitted

14.1 Omitted.

15.0 AIR QUALITY

- 15.1 The following fugitive dust control measures shall be undertaken during all construction activities throughout buildout of the project:
- a) Contractors will moisten soil or use resinous adhesives on barren areas, which shall include, at a minimum, all roads, parking lots, and material stockpiles;
 - b) Contractors will use mulch, liquid resinous adhesives with hydro-seeding or sod on all landscape areas;
 - c) Contractors will remove soil and other dust-generating material deposited on paved streets by vehicular traffic, earth moving equipment, or soil erosion; and
 - d) Contractors will utilize the best operating practices in conjunction with any burning resulting from land clearing, which may include the use of air curtain incinerators.
- 16.0 INTENTIONALLY DELETED
- 17.0 MISCELLANEOUS
- 17.1 Contractor is advised that DANGER exists on and off of the site. Live underground electrical power lines may exist within the rights-of-way of existing and new roadways. Proper safety precautions must be taken when working at all times. Contractor shall contact locating company to perform said locates prior to any work taking place.
- 17.2 Contractor is advised that there are existing utilities located (beyond electric) within the project limits. The Contractor is responsible for locating these utilities and solely responsible for any damage caused to utility. Contractor is responsible for obtaining as-builts which may or may not exist for utility in the vicinity of this project.
- 17.3 The Contractor is advised that construction of homes within or in adjacent phases of this project maybe underway. The Owner anticipates home builders will access the site prior to substantial completion. The Contractor agrees to provide access to the building sites for early home construction and will provide coordination of his work to accommodate to the extent possible the construction of homes within the project. Home builder's vehicles and equipment will be utilizing the streets and roadways.
- 17.4 INTENTIONALLY DELETED
- 17.5 INTENTIONALLY DELETED
- 17.6 INTENTIONALLY DELETED
- 17.7 INTENTIONALLY DELETED
- 17.8 INTENTIONALLY DELETED
- 17.9 In those areas designated to receive seed and mulch, the Contractor shall not apply grass seed of any type until soil has been tested and treated as required to insure proper germination

18.0 ENVIRONMENTALLY SENSITIVE CONSTRUCTION

- 18.1 The Contractor is advised that construction of this project is environmentally sensitive. The Contractor is solely responsible for protection of environmentally sensitive areas during the Work. Accordingly, the following guidelines shall be strictly adhered to:
- 18.2 Prior to start of Construction, the Contractor shall delineate and mark all Construction Limits in accordance with the construction drawings. The Contractor shall not exceed those limits for any of his operations.
- 18.3 Contractor shall monitor erosion control on a daily basis and provide a written log to the District at the end of each week during the entire construction period.
- 18.4 The Contractor shall obtain a testing lab to monitor dewatering and verify that discharge limits to offsite areas are in compliance with the Surface Water Quality Monitoring Plan. Once Construction is started, Contractor shall frequently take downstream turbidity tests to insure original turbidity level is maintained.

19 CLEARING

- 19.1 Contractor shall walk the site with the District prior to any clearing activities. At that time additional tree preservation maybe identified.

END OF SPECIAL CONDITIONS

GENERAL SPECIFICATIONS

GS-1 SCOPE

The General Specifications describes the CONTRACTOR'S responsibilities for all work under this Contract in addition to the more specific requirements of the Technical Specifications.

GS-2 DEFINED TERMS

The terms used in these General Specifications and Technical Specifications which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

GS-3 DAMAGE TO EXISTING STRUCTURES AND UTILITIES

The CONTRACTOR shall be responsible for and make good all damage to pavement beyond the limits of this Contract, buildings, telephone or other cables, water pipes, sanitary pipes or other structures which may be encountered, whether or not shown on the Drawings.

Information shown on the Drawings as to the location of existing utilities has been prepared from the most reliable data available to the PROJECT MANAGER. This information is not guaranteed, however, and it shall be this CONTRACTOR'S responsibility to determine the location, character and depth of any existing utilities. He shall assist the utility companies by every means possible to determine said locations. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from his activities.

GS-4 ADJUSTMENT OF GRADES

Adjustments of grades shown on drawings may be necessary to conform to actual field conditions or to maintain cover under proposed future grades. Such adjustments shall be considered part of the job conditions and no extra compensation will be allowed for such changes except where specifically otherwise noted in the plans or specifications. Such adjustments must be approved by the PROJECT MANAGER prior to being made.

GS-5 PROJECT RECORD

5.1 Description

Definitions: Record copies are defined to include those documents or copies relating directly to performance of the work which CONTRACTOR is required to prepare for the DISTRICT'S records, recording the work as actually performed. Record copies shall show all changes in the work from that shown and specified by original contract documents; and show additional information of value to DISTRICT'S records, but not indicated by original contract documents.

Record copies include newly prepared drawings, marked up copies of contract drawings, shop drawings, specifications, addenda and change orders, marked up product data submittals, field records for variable and concealed conditions such as excavations and foundations, and

miscellaneous record information on work which is otherwise recorded only schematically or not at all. Certain individual sections of these specifications may indicate specific record copy requirements which extend requirements of this section.

CONTRACTOR shall provide accurate survey information showing locations and elevations of all underground utility lines, including elevations, location and change of direction of piping, conduit, valves, fittings, tanks and manholes.

5.2 Record Drawings

Markup Procedure: During progress of the work, maintain a complete blueline set of contract drawings and shop drawings with markup of actual installations, which vary from the work as originally shown.

Mark whatever drawing is most capable of showing actual physical condition, fully and accurately. Where shop drawings are marked up, mark cross-reference on contract drawings at corresponding location. Mark with erasable colored contract pencil using separate colors where feasible to distinguish between changes for different categories of work at same general location. Markup important additional information which was either shown schematically or indicated on original drawings. Record information on work concealed which would be difficult to identify, measure or locate after concealed. Identify alternate numbers, change order numbers and similar identification. Require each person preparing markup to initial and date markup and indicate name of firm. Upon completion of markup, submit complete set to the PROJECT MANAGER for DISTRICT'S records. Label each sheet "PROJECT RECORD".

One set of prints of original contract drawings will be furnished by the PROJECT MANAGER to CONTRACTOR for use in recording changes and additional information. Other printing required is CONTRACTOR'S responsibility.

5.3 Record Specifications

During progress of the work, maintain one copy of specifications including addenda, change orders and similar modifications issued in printed form during construction, and markup variations (of substance) in actual work in comparison with text of specifications and modifications as issued. Identify substitutions, selection of options and similar information. Upon completion of markup, submit record specifications and record drawings to the PROJECT MANAGER for DISTRICT'S records. Label front cover "PROJECT RECORD".

Where manual is printed on front and back sides of pages, mark variation on blank pages and inset behind change.

GS-6 SITE CLEANUP AND RESTORATION

In addition to the cleaning up requirements set forth in the "General Conditions," the CONTRACTOR at all times, shall keep the working area free of tools, materials and equipment not essential to the progress of the work. Debris, waste materials and rubbish shall be properly disposed of and not allowed to accumulate. If the CONTRACTOR should fail to do this, the DISTRICT will make the necessary arrangements to effect the cleanup by others and will back

charge the cost to the CONTRACTOR. If such action becomes necessary on the part of and in the opinion of the DISTRICT, the OWNER will not be responsible for the inadvertent removal of material, which the CONTRACTOR would not have disposed of had he effected the required cleanup.

Where material or debris have washed or flowed into or been placed in water courses, ditches, gutters, drains, catch basins or elsewhere as a result of the CONTRACTOR'S operations, such material or debris shall be entirely removed and satisfactorily disposed of during progress of the work and the ditches, channels, drains, etc., kept in a clean and neat condition.

On or before the completion of the work, the CONTRACTOR shall, unless otherwise especially directed or permitted in writing, tear down and remove or burn all temporary buildings and structures built by him; shall remove all temporary works, tools and machinery or other construction equipment furnished by him; shall remove, acceptably disinfect and cover all organic matter and material containing organic matter in, under and around privies, hoses, and other buildings used by him; shall remove all rubbish from any grounds he has occupied; and shall leave the roads and all parts of the premises and adjacent property affected by his operations, in a neat and satisfactory condition.

GS-7 REFERENCE POINTS AND CONSTRUCTION STAKING

Stakeout that the CONTRACTOR deems necessary to complete the construction of the project shall be furnished and paid for by the DISTRICT. The stakeout work shall not be included in the contract unit price for the various items of work to which it is incidental.

GS-8 CONTROL OF MATERIALS

The Control of Materials shall conform to F.D.O.T. Specifications, Section 6.

GS-9 ADDITIONAL LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

Additional legal requirements and responsibility to the public shall conform to F.D.O.T. Specifications, Section 7, with the following exceptions unless otherwise set forth in the Technical Specifications.

Delete 7-13, 7-14, 7-16, 7-17, 7-22, and 7-23.

GS-10 SAFETY AND HEALTH REGULATIONS

The CONTRACTOR shall comply with the Department of Labor Safety & Health Regulations for construction promulgated under the Occupational Safety & Health Act of 1970 (PL91-596) and under Section 107 of the Contract Work Hours & Safety Standards Act (PL91-54).

All equipment furnished and installed under this Contract shall comply to Part 1910, Occupational Safety & Health Standards & Amendments thereto.

All trench safety measures for the protection of the CONTRACTORS employees and the public are the sole responsibility of the CONTRACTOR.

GS-11 INSPECTION

The authorized representatives and agents of the DISTRICT, PROJECT MANAGER, interested utility companies, Environmental Protection Agency and Controlling State and Local Pollution Control Agencies shall be permitted to inspect all work, material, payrolls, records or personnel, invoices of materials and other relevant data records.

GS-12 ENVIRONMENTAL PROTECTION

12.1 General

- A. CONTRACTOR shall comply with all federal, state and local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds and reservoirs with fuels, oils, bitumens, chemicals or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter. In the event of conflict between such laws and regulations and the requirements of the specifications, the more restrictive requirements shall apply. Environmental protection requirements specified in other sections shall be considered as supplementing the requirements of this section.
- B. If temporary pollution control measures are ordered by the PROJECT MANAGER and fall within the specifications for a work item that has a unit contract price, the work shall be accomplished under the respective item of work subject to the limitations as defined in the contracts general provisions. If the additional work is such that no quantities or prices were given in the Contract, the work shall be covered by a change order submitted by the CONTRACTOR and approved by the DISTRICT. Should the parties be unable to agree on unit prices or if this method is impractical, the PROJECT MANAGER may instruct the CONTRACTOR to proceed with the work by day labor or force account as defined in Article 11.4 of the General Conditions.
- C. Failure of the CONTRACTOR to fulfill any of the requirements of this section may result in the DISTRICT ordering the stopping of construction operations in accordance with Article 13 of the GENERAL CONDITIONS.
- D. In the event that temporary erosion and pollution control measures are required due to the CONTRACTOR'S negligence, carelessness or failure to install permanent controls in a timely manner, then such work to be performed by the CONTRACTOR shall be at his own expense.
- E. Failure on the part of the CONTRACTOR to perform the necessary measures to control erosion, siltation and pollution will result in the OWNER notifying the CONTRACTOR to take such measures. In the event that the CONTRACTOR fails to perform such measures within 4 hours after receipt of such notice, the OWNER may stop the work as provided above or may proceed to have such measures performed by others. The cost of such work performed by others plus related PROJECT MANAGER fees will be deducted from monies due the CONTRACTOR on his Contract.

- F. All erosion and pollution control features installed by the CONTRACTOR shall be acceptably maintained by the CONTRACTOR during the time that construction work is being done.
- G. Repair or replace damaged or inoperative erosion and pollution control devices as directed by the PROJECT MANAGER or the DISTRICT'S Representative.

12.2 Permanent and Temporary Water Pollution Control (Soil Erosion)

- A. Construction procedures shall include temporary pollution control measures to ensure that soil erosion, which might cause water pollution is kept to a minimum. Such measures may consist of construction of berms, dikes, dams, drains and sediment basins or use of fiber mats, woven plastic filler cloths, gravel, mulches, quick growing grasses, sod, bituminous spray and other erosion control devices or methods.
- D. The CONTRACTOR shall remove and dispose of silt accumulations as directed by the PROJECT MANAGER or the OWNER'S Representative.

GS-13 UTILITIES CONSTRUCTION

As indicated in the Technical Specifications, some utility systems may be constructed for the ultimate use, ownership and maintenance of a local utility franchise, company or municipality. In that case it is the CONTRACTORS responsibility to construct the utility system in accordance with the local utilities specifications, requirements, and inspections and testing procedures to the satisfaction of the utility. The applicable utility's standard specifications are included in the Technical Specifications.

The CONTRACTOR is also responsible for the final acceptance of the utility system by the local utility including satisfactory completion of the work, meeting final inspection requirements and preparing and providing all required lien releases, warranties, material certifications, shop drawings, record drawings and other required project documentation.

TECHNICAL SPECIFICATIONS
DIVISION A EARTHWORK, ROADWAY AND STORM DRAINAGE
CONSTRUCTION

SECTION 110 - CLEARING AND GRUBBING

Description:

Clear and grub within the areas of all Work shown in the Plans in accordance with F.D.O.T. Section 110.

This item includes the removal and disposal of all vegetation, trees, logs, stumps, rubbish and other organic or objectionable matter as shown in the Plans or as directed by the Engineer. As an exception to the above, where directed by the District or Engineer, desirable trees and/or vegetation shall be protected and left standing.

Disposal shall include the removal from the project site of all material to an area provided by the Contractor. No material or debris will be burned on site without the permission of local, city, county and state agencies.

All horizontal and vertical survey control points shall be maintained during clearing and grubbing operations. Any of the above points disturbed or destroyed shall be replaced at the Contractor's expense at the approval of the Engineer.

Any Selective Clearing as shown on the Plans and unit price schedule or directed by the Engineer shall include the removal (by hand, if necessary) of all exotic or undesirable vegetation and all vegetation and trees under 4" diameter, to be disposed of as above.

Areas to be cleared are to be staked out at the Contractor's expense. The Contractor is also responsible for barricading any areas or trees not to be cleared as required for any local tree clearing permits or authorization.

Basis of Payment:

This Work will be paid for at the Contract Unit Price per acre of acceptably completed areas of work as shown in the Plans as full compensation for all Work required for clearing, grubbing and disposal including mobilization, survey layout, obtaining any vegetation removal and/or burning permits, installation of barricades as required, labor, materials, equipment and off-site disposal of all cleared & grubbed material.

SECTION 120- EXCAVATION AND EMBANKMENT

Description:

Excavate and construct embankments as required for roadways, ditches, berms, lot building pads, parking lots or other site grading in conformance with F.D.O.T. Section 120. Suitable material shall be as defined in this Section.

This Work includes the excavation, placement, grading, compaction and removal of soil and any rock material in order to conform to the lines and grades as shown on the Plans. All areas to be filled or excavated shall be cleared and grubbed.

All excavation under this item will be unclassified and paid for by Plan volume regardless of material including all sand, rock, muck or other material to conform to the designed lines and grades. It is recommended that the Contractor verify the amount of rock on site prior to submitting his Bid and include his Bid Price for all Work necessary to complete the excavation and fill activities.

Any subsurface rock material shall not be used as structural fill under roadways or house building pads. The Contractor may crush the rock and use the material for structural fill or roadway base or sub-grade if the material can be graded to meet F.D.O.T. criteria. Rock or cemented materials smaller than 2' in diameter are allowed to be used for fill around the perimeter of the project or as otherwise directed by the ENGINEER. Boulders larger than 2' in diameter shall not be used as fill material and shall be separated and disposed of in designated rock burial areas.

Suitable embankment material will include those soils complying with American Association of State Highway and Transportation Officials (AASHTO) Soil Classification Groups A-1, A-2, A3, A-4, A-5, A-6, A-7-5, or A-7-6 providing such materials have a liquid limit not greater than 50, nor a plastic index not less than 7 nor greater than 20. Satisfactory soil materials shall be free of debris, waste, rock or gravel larger than 4 inches in any dimension.

Only excavation material approved by the Engineer may be used as embankment fill for road and/or building pad construction. Any granular sand material shall be placed in these areas first. The rocky material, silty sands and sandy silts shall be placed outside the road and building pad areas. These less desirable materials shall be placed in the rear yard and front yard areas, but outside of the road and building pad envelopes.

Density and Testing Requirements:

The Contractor shall compact all backfill in 12" loose lifts to the following densities as tested in accordance with AASHTO T-180 (modified proctor) and provide satisfactory test results as follows:

1. 95% of the maximum dry density for all fill areas not located within road rights-of-way.
2. 98% the maximum dry density for all fill areas within road rights-of-way.

Density tests shall be taken by an independent testing laboratory approved by the Engineer, by testing each lift of embankment a minimum of once every 300 linear feet per 2-lane width along roadways and once every 650 square yards for parking lots and every 200 linear feet along the center of all subdivision lots and building pad areas.

The Contractor shall be responsible for correcting any compacting or grading inconsistencies, wash-outs, erosion problems or lines and grades that do not conform to the Plans for the duration of the Contract and warranty.

Submittals:

Prior to payment of filled areas Contractor shall provide Engineer with original signed and sealed density test results demonstrating compliance with the compaction requirements.

Basis of Payment:

The Work will be paid by lump sum based on the Plan quantity of excavation and embankment. The price for excavation shall include all excavation and handling of all materials including placement, grading, compaction, and testing necessary to meet the grades & notes shown on the Plans. No additional payment will be made for handling or the on-site disposing of rock, phosphate, radon material or other undesirable material. The Contractor shall pay the cost of all required testing.

SECTION 160 - STABILIZING**Description:**

Construct all stabilized subgrades in accordance with F.D.O.T. Sections 160-1 through 160-10 except as amended herein. This Work includes the mixing and stabilizing of the designated portions and depth of the roadbed, shoulders, parking sub-grade and/or bike path sub-grade where applicable to provide a firm and unyielding sub-grade having a minimum Limerock Bearing Ratio (LBR) value of 40 or as specified in the Plans. The sub-grade material to be stabilized will be the previously placed embankment material in filled areas. Stabilizing material will be added if bearing value is not obtainable.

The allowable under-tolerance for L.B.R. value per F.D.O.T. Sections 160-7.2 will not apply to this Work and the minimum L.B.R. value shall be 40.

Density and Testing Requirements

As soon as proper moisture conditions are attained, the material shall be thoroughly compacted to 98% of the maximum dry density as determined by AASHTO T-180.

The Contractor shall supply proof of density and bearing value from an independent testing laboratory approved by the Engineer. Bearing value tests shall be taken once per source of material. Density tests shall be made at intervals of no more than 300 feet per 2-lane width along roadways and at a minimum of once for every 650+/- square yards or fraction thereof for other paved areas.

Basis of Payment:

This Work will be paid for by Plan quantity at the Contract Unit Price per square yard of acceptably completed areas as full compensation for all Work required to construct the subgrade, including prime coat and cover and correcting all defective surface and deficient thickness and any preliminary and final grading. The Contractor shall pay the cost of all required testing.

SECTION 200 – BASE (Limerock or Shell)**Description:**

Construct all limerock or shell base courses in accordance with F.D.O.T. Section 200 for Limerock Base and Section 250 for Shell Base. This Work includes the furnishing, spreading, grading, moisture control, compaction, finishing and testing of the required depth of limerock or shell base meeting or exceeding a Limerock Bearing Ratio (LBR) value of 100.

Density and Testing Requirements

As soon as proper moisture conditions are attained, the material shall be compacted so that the minimum density at any location will be 98 percent of the maximum dry density as determined by AASHTO T-180.

The Contractor shall supply proof of density and bearing ratio value from an independent testing laboratory approved by the Engineer. Bearing ratio value tests shall be taken once per source of material. Density tests shall be made at intervals of no more than 300 feet per 2-lane width along roadways and at a minimum of once for every 650+/- square yards (or fraction thereof) for other paved surfaces.

Basis of Payment:

This Work will be paid for by Plan quantity at the Contract Unit Price per square yard of acceptably completed areas as full compensation for all Work specified in this Section, including the furnishing of material, spreading, compaction, grading, priming, all testing and correcting of defective surfaces and deficient thicknesses.

SECTION 331 - ASPHALTIC CONCRETE

Description:

Construct all asphaltic concrete paved surfaces in accordance with F.D.O.T. Sections 300 and 331. This item includes the furnishing, placing and compaction of the required type and thickness of the asphalt base or wearing surface as specified by the F.D.O.T. standards above, completed true to lines, grades, notes and typical cross-sections shown in the Plans.

The Contractor is responsible for obtaining the minimum compacted thickness as shown in the Plans. Any deficiencies observed by the Engineer may require testing and core borings over any of the suspected deficient areas at the Contractor's expense. Any pavement of deficient thickness shall be corrected or left in place in accordance with F.D.O.T. Section 330-14 as determined by the Engineer.

Basis of Payment:

This Work will be paid for by the Plan quantity at the Contract Unit Price per square yard of acceptably completed areas of pavement as full compensation for all Work included in this Section including any testing and correction of any deficient areas.

SECTION 425 - INLETS, CONTROL STRUCTURES & JUNCTION BOXES

Description:

Construct all storm drainage inlets, control structures, and junction boxes from reinforced concrete in accordance with F.D.O.T. Section 425.

All structures shall be installed to meet the invert and grate location and elevations shown in the Plans. Joints shall be completely filled, smooth and free from surplus mortar on the inside of an inlet. Brick and riser rings shall be plastered with one-half ($\frac{1}{2}$ ") inch of mortar over the entire outside face of the walls. Bricks when used shall be laid radially.

The Contractor shall install mortar invert channels and benches smooth and semicircular in shape conforming to the inside of the adjacent storm drain section. Changes in direction shall be made with a smooth curve of a radius as the size of the inlet will permit. Changes in size and grade of the channels shall be formed directly in concrete. The floor of an inlet outside the channels shall be smooth and shall slope, toward the channel, not less than one (1) inch per foot nor more than two (2) inches per foot. The base section of all structures shall be placed upon a firm foundation with the openings for the storm drain properly aligned and the walls plumb. The structures shall be of the size and kind shown in the Plans and shall be placed at the elevations and grades shown in the Plans. The pipe shall be cut flush with the inside of the wall and the joints shall be filled with grout so as to prevent leakage.

Grates, frames and covers shall be set so that the top of the grate or cover will be flush with the pavement or gutter. Frames shall be set in a full mortar bed. Where covers are in a roadway, they shall be traffic bearing. Excavation and backfilling shall conform to F.D.O.T. Section 125.

Basis of Payment:

This Work will be paid for at the Contract Unit Price per each structure completed and accepted as full compensation for all excavation, dewatering, bedding stone, materials, backfill, compaction, mortar invert benches & concrete finishing.

SECTION 430- PIPE CULVERTS, MITERED & FLARED END SECTIONS:

Description:

Construct reinforced concrete pipe culverts, mitered end sections and flared end sections in accordance with F.D.O.T. Sections 430, 941, 943 and 945. Trench excavation and backfilling shall be in conformance with F.D.O.T. Section 125. (Pipe culverts may be of H.D.P.E. or other materials when called for in the Plans)

Materials:

All storm drainage pipe, culverts, and/or RCP shall be reinforced concrete culvert pipe conforming to ASTM C-76 for Class III Reinforced Concrete Pipe, Wall "B."

All joints for round concrete pipe the joints shall be sealed by the use of round rubber gaskets conforming to the requirements of F.D.O.T. Standard Specification 941-1.5. For elliptical concrete pipe the joints shall be sealed by the use of preformed plastic gaskets conforming to the requirements of F.D.O.T. Standard Specifications 942.

Density and Testing Requirements:

The Contractor shall compact all backfill in 12" loose lifts to the following densities as tested in accordance with AASHTO T-180 (modified proctor) and provide satisfactory test results as follows:

3. 95% of the maximum dry density for trenches not underneath paved areas.
4. 98% the maximum dry density for areas underneath paved areas.

Trench backfill shall be tested at 1 foot above the top of pipe and at 1 foot below finished grade when utilizing identical compaction methods on all 12" lifts. The Contractor shall test all lifts if identical compaction methods are not utilized or should the Contractor not consistently meet compaction requirements. The Contractor shall provide satisfactory test results on the trench backfill at frequencies not less than every 300 feet (or fraction thereof) or once per pipe run between structures when less than 300 feet.

Basis of Payment:

This Work will be paid for by the Plan quantity at the Contract Unit Price per linear foot of completed pipe and for each completed mitered end section and/or flared end section as full compensation for all excavation, erosion control, materials, bedding stone, installation, backfill, compaction, testing, restoration of disturbed grades or finished lake banks, replacement of disturbed sod and any required finish grading.

SECTION 520 - CONCRETE CURB, GUTTER & TRAFFIC SEPARATOR:

Description:

Construct Portland cement concrete curbs, gutters & traffic separators in conformance to F.D.O.T. Section 520 to the lines, grades, dimensions, cross-sections and notes shown in the Plans.

All forms and form Work shall be straight, free from warp or bends and of sufficient strength in place to resist the pressure of the concrete without deviation from line and grade. The Contractor will be required to use flexible forms for all items constructed on a radius unless otherwise permitted by the Engineer.

Placing of the curb and/or gutter by machine or slip form methods may be allowed provided that an acceptable finished product true to line, grade and cross section is consistently produced.

Expansion joints with a 1/2" width shall be constructed at all inlets, at all radius points and other locations indicated in the Plans. They shall be located at intervals of 500 feet from other expansion joints or ends of a run. The concrete shall be continuously cured for a period of at least 72 hours after finish has been completed and as soon as the concrete has hardened sufficiently to permit application of the curing material without marring the finish. Curing shall be any method provided in F.D.O.T. Section 520-8.

Basis of Payment:

This Work will be paid for by Plan quantity at the Contract Unit Price per linear foot of acceptably completed curb, gutter and traffic separator as full compensation for all subgrade preparation, joint material, any reinforcing, any testing, corrections or replacement of any deficient lengths, form stripping, backfilling and finish grading.

SECTION 522 – CONCRETE SIDEWALK

Description:

All concrete sidewalks shall conform to F.D.O.T. Section 522 with materials meeting the requirements specified in F.D.O.T. Section 520-2. This Work consists of the construction of concrete sidewalk to the widths, thicknesses, lines and grades as shown in the Plans.

Basis of Payment:

This Work will be paid for by Plan quantity at the Contract Unit Price per square yard of acceptably completed sidewalk as full compensation for all subgrade preparation, expansion joint material, any reinforcing, curing compound, all testing, corrections or replacement of any deficient sections, form stripping, backfilling and finish grading.

SECTION 570 - GRASSING BY SEEDING & MULCHING

Description:

Establish a stand of grass on slopes, shoulders, swales and other areas by seeding and mulching. Maintain the grassed areas until the completion of the project. Construction Methods shall be in accordance with F.D.O.T. Section 570-3 and maintenance shall be in accordance with F.D.O.T. Section 570-4.

Seeding Materials:

During the period between February 14 and October 15 (spring and summer), the seed mixture shall be 175 pounds of Argentina Bahia per acre and 45 pounds of Hulled Bermuda per acre. During the period between October 15 and February 15 (fall and winter), the seed mixture shall be 175 pounds of Argentina Bahia per acre, 45 pounds of Hulled Bermuda per acre and 45 pounds of Winter Rye per acre.

All grass seed shall have a minimum of 85% pure live seed and a maximum of 6% weed seed. In addition to the grass seed, fertilizer at the rate of 800 pounds per acre shall be applied. Prior to seeding, the soil must be moist and loose. The water necessary to meet these requirements shall be applied at the Contractor's expense. Grassing and mulching will be done monthly on all sections more than 50% complete.

Bahia sod may be placed and established in conformance with F.D.O.T. Section 575 in lieu of establishing the above grassing requirements or where required in the Plans.

Mulch Material:

The mulch material used shall normally be dry mulch. Dry mulch shall be straw or Hay, consisting of oat, rye or wheat straw or of Pangola, Peanut, Coastal Bermuda or Bahia Grass Hay; and shall be free from noxious or undesirable plants or grasses.

Hydro-seeding:

Hydro-seeding of seed and mulch areas is acceptable when the rate of seed material as specified above are utilized and Contractor obtained prior approval in writing by the DISTRICT.

Basis of Payment:

This Work will be paid for by plan quantity at the Contract Unit Price per square yard of established healthy grass as full compensation for raking/preparation of finish grade, installation, watering, fertilizing and maintenance of grass, repair/replacement of any dead grass, and repair of eroded areas.

SECTION 575 - GRASSING BY SOD

Description:

Establish a stand of grass on slopes, shoulders, swales and other areas by seeding and mulching. Maintain the grassed areas until the completion of the project. Construction Methods shall be in accordance with F.D.O.T. Section 575-3 and maintenance shall be in accordance with F.D.O.T. Section 575-4.

Material:

Unless a particular type of sod is called for, sod may be either Centipede or Bahia grass at CONTRACTOR'S option. It shall be well matted with roots. The sod shall be sufficiently thick to secure to a dense stand of live grass. The sod shall be live, fresh and uninjured, at time of planting.

Basis of Payment:

This Work will be paid for by Plan quantity at the Contract Unit Price per square yard of established healthy grass as full compensation for raking/preparation of finish grade, installation, watering and maintenance of sod, repair/replacement of any dead sod, repair of eroded areas and repair of any asphalt damage caused by sod installation operations.

SECTION 700 – TRAFFIC SIGNING

Description:

All traffic signs, conservation easement signs and parking lot signs shown in the and parking lot shall conform to F.D.O.T. Section 700 for galvanized steel or aluminum roadway signs at locations shown in the Plans. Reflectorize all signs and provide additional street name signs when called for in the Plans or bid documents.

Basis of Payment:

This Work will be paid for at the Contract Unit Price for acceptably completed designated class of roadside signs as full compensation for all roadway sign fabrication and installation.

SECTION 710 – TRAFFIC STRIPES

Description:

All traffic striping and pavement markers shown in the Plans shall be painted by reflectorized paint with glass spheres in conformance with F.D.O.T Section 710. Parking lot striping will not require glass spheres. (Striping and markings shall be of thermoplastic or other materials when called for in the Plans).

Basis of Payment:

This Work will be paid for by plan quantity at the Contract Unit Price for acceptably completed designated class of pavement striping or pavement markers.

EXHIBIT 4.

REQUEST FOR PROPOSALS

Construction of Sawgrass Bay Blvd. Extension Hardscape

Lake County, Florida

Notice is hereby given that the Avalon Groves Community Development District (the “District”), will accept proposals from firms interested in providing labor, materials, and equipment for the construction of SAWGRASS BAY BLVD. EXTENSION HARDSCAPE at the community known as SERENOA located in Clermont, Lake County, Florida (the “Project”). The contract will require contractors to provide construction services for gateway entry monuments, neighborhood entry monuments, columns, gates, and fencing, as more particularly described in the Project Manual and in accordance with the plans and specifications.

The project manual, comprised of proposal and contract documents, will be available for public inspection and may be obtained beginning on **May 2, 2017 at 1 p.m.** Contact Todd W. Bonnett at Bonnett Design Group, LLC, Todd@BonnettDesignGroup.com regarding access to the project manual.

A MANDATORY Pre-Bid Conference will take place on **May 5, 2017, at 2 p.m.** at the offices of Bonnett Design Group, LLC, 400 South Orlando Ave., Suite 201, Maitland, Florida, 32751.

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 to one or more proposers, provide for the delivery of the project in phases and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District’s best interests to do so. The successful proposer will be required to execute a contract with the District within ten (10) calendar days of Notice of Award and file the requisite Performance and Payment Bonds and insurance within ten (10) calendar days after execution of the construction Contract.

Any person who wishes to protest the Project Manual, or any component thereof, shall file with the District a written notice of protest within seventy-two (72) hours after the Project Manual is made available, together with a protest bond in a form acceptable to the District and in the amount of \$10,000, and shall file a formal written protest with the District within seven (7) calendar days after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the District’s Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Firms desiring to provide services for this project must submit one (1) original, two (2) copies, and one electronic copy of the required proposal documents no later than **June 2, 2017, at 2 p.m.**, at the offices of DPFG at 1060 Maitland Center, Suite 340, Maitland, Florida 32751.

Proposals shall be submitted in a sealed opaque envelope pursuant to the project manual. Proposals will be opened at the time and date stipulated below; those received after the time and date stipulated above will be returned un-opened to the proposer. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified.

Ranking of proposals will be made on the basis of qualifications and price according to the criteria set forth in the evaluation criteria contained within the project manual; however, please note that proposals received from firms failing to meet the following minimum qualifications/requirements will not be considered or evaluated: (1) Proposer will have constructed three (3) improvements similar in quality and scope with a minimum of \$2,000,000 in total volume construction cost within the last three (3) years; (2) Proposer will have minimum bonding capacity of \$2,000,000 from a Surety Company acceptable to the District; (3) Proposer is authorized to do business in Florida; and (4) Proposer is registered with Lake County and is a licensed contractor in the State of Florida. Any and all questions relative to this project shall be directed in writing only by **May 26, 2017 at 5 p.m.** to Todd W. Bonnett at Bonnett Design Group, LLC, via email only at Todd@BonnettDesignGroup.com.

Notice of Public Meeting for Bid Opening

A special meeting of the Avalon Groves Community Development District will be held on **June 2, 2017 at 2:00 p.m.** at the offices of DPFG at 1060 Maitland Center, Suite 340, Maitland, Florida 32751. No official action of the District's Board will be taken at this meeting, it is held for the limited purpose of opening the bids. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the agenda for this meeting may be obtained from the District Manager, Patricia Comings-Thibault, at Development Planning & Financing Group, Inc., 1060 Maitland Center, Suite 340, Maitland, Florida 32751. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (321) 263-0132 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

EXHIBIT 5.

Daily Commercial

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR
HARDSCAPE FOR SAWGRASS BAY BLVD EXTENSION
LAKE COUNTY, FLORIDA
AND
NOTICE OF PUBLIC MEETING TO OPEN RFP PROPOSALS

Notice is hereby given that AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT will receive proposals for the following project:

CONSTRUCTION SERVICES FOR HARDSCAPE FOR SAWGRASS BAY BLVD EXTENSION

The contract will require contractors to provide construction services for gateway entry monuments, neighborhood entry monuments, columns, gates, and fencing, as more particularly described in the Project Manual and in accordance with the plans and specifications.

Official RFP Project Manual will be available beginning May 2, 2017 at 1:00 PM EDT at the Bonnett Design Group, LLC, Todd Bonnett, via email only Todd@BonnettDesignGroup.com.

A MANDATORY PRE-BID CONFERENCE will be held on May 5, 2017 at 2:00 PM EDT at offices of Bonnett Design Group, LLC, 400 South Orlando Ave., Suite 201, Maitland, Florida, 32751.

QUALIFICATION OF BIDDERS: Rankings will be made based on the Evaluation Criteria contained within the Project Manual; however, please note that proposals received from firms failing to meet the following minimum qualifications/ requirements will not be considered or evaluated: (1) Proposer will have constructed three (3) improvements similar in quality and scope with a minimum of \$2,000,000 in total volume construction cost within the last three (3) years; (2) Proposer will have minimum bonding capacity of \$2,000,000 from a Surety Company acceptable to the District; (3) Proposer is authorized to do business in Florida; and (4) Proposer is registered with Lake County and is a licensed contractor in the State of Florida.

Any and all questions relative to this request for proposals shall be only directed in writing to Todd Bonnett of Bonnett Design Group, LLC at Todd@BonnettDesignGroup.com. Questions must be submitted on or before 5:00 pm, May 26, 2017.

A special meeting of the Avalon Groves Community Development District will be held on June 2, 2017 at (2:00 p.m.) at the offices of DPGF, 1060 Maitland Center Commons, Suite 340, Maitland, Florida, 32751. No official action of the District's Board will be taken at this meeting, it is held for the limited purpose of opening the bids. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the agenda for this meeting may be obtained from the District Manager, Patricia Comings-Thibault, at Development Planning & Financing Group, Inc., 1060 Maitland Center, Suite 340, Maitland, Florida 32751. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (321) 263-0132 at least five calendar days prior to the

meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

EXHIBIT 6.

EVALUATION CRITERIA
SAWGRASS BAY BLVD EXTENSION
LANDSCAPE & IRRIGATION CONSTRUCTION SERVICES
AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
LAKE COUNTY, FLORIDA

PERSONNEL	(5 POINTS)
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E.g., 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	(15 POINTS)
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E.g., past record and experience of the respondent in self performing similar projects; past performance for this District and other CDD's in other contracts; character, integrity, reputation of respondent, etc.;

UNDERSTANDING SCOPE OF WORK	(10 POINTS)
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Demonstration of the Proposer's understanding of the project requirements.

FINANCIAL CAPABILITY	(10 POINTS)
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Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity, necessary to complete the services required; current bonding capacity; ownership of assets including equipment.

GEOGRAPHIC LOCATION	(10 POINTS)
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Proximity of proposer within fifty (50) miles to project jobsite.

SCHEDULE	(25 POINTS)
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Demonstration of Proposer's understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates. Consideration will be given to proposers that indicate an ability to credibly complete the project in advance of the required substantial and final completion dates without a premium cost for accelerated work.

PRICE	(25 POINTS)
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Points available for price will be allocated as follows:

15 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 proposer.

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

TOTAL POINTS	(100 POINTS)
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EXHIBIT 7.

**SAWGRASS BAY BLVD. EXTENSION
LANDSCAPE & IRRIGATION
(Lake County, Florida)**

PROJECT MANUAL

**CONSTRUCTION SERVICES FOR
Sawgrass Bay Blvd. Extension
Landscape & Irrigation**

MAY 2017

**REQUEST FOR PROPOSAL FOR
CONSTRUCTION SERVICES FOR
SAWGRASS BAY BLVD EXTENSION
LANDSCAPE & IRRIGATION**

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REQUEST FOR PROPOSALS

Construction of SAWGRASS BAY BLVD. EXTENSION LANDSCAPE & IRRIGATION

Lake County, Florida

Notice is hereby given that the Avalon Groves Community Development District (the “District”), will accept proposals from firms interested in providing labor, materials, and equipment for the construction of SAWGRASS BAY BLVD. EXTENSION LANDSCAPE & IRRIGATION at the community known as SERENOA located in Clermont, Lake County, Florida (the “Project”). The contract will require contractors to provide construction services for landscape and irrigation, as more particularly described in the Project Manual and in accordance with the plans and specifications.

The project manual, comprised of proposal and contract documents, will be available for public inspection and may be obtained beginning **May 9, 2017 at 1 p.m.** Contact Todd W. Bonnett at Bonnett Design Group, LLC, Todd@BonnettDesignGroup.com regarding access to the project manual.

A MANDATORY Pre-Bid Conference will take place on **May 12, 2017, at 2 p.m.** at the offices of Bonnett Design Group, LLC, 400 South Orlando Ave., Suite 201, Maitland, Florida, 32751.

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 to one or more proposers, provide for the delivery of the project in phases and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District’s best interests to do so. The successful proposer will be required to execute a contract with the District within ten (10) calendar days of Notice of Award and file the requisite Performance and Payment Bonds and insurance within ten (10) calendar days after execution of the construction Contract.

Any person who wishes to protest the Project Manual, or any component thereof, shall file with the District a written notice of protest within seventy-two (72) hours after the Project Manual is made available, together with a protest bond in a form acceptable to the District and in the amount of \$10,000, and shall file a formal written protest with the District within seven (7) calendar days after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the District’s Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Firms desiring to provide services for this project must submit one (1) original, two (2) copies, and one electronic copy of the required proposal documents no later than **June 9, 2017, at 2 p.m.**, at the offices of DPFG at 1060 Maitland Center, Suite 340, Maitland, Florida 32751. Proposals shall be submitted in a sealed opaque envelope pursuant to the project manual.

Proposals will be opened at the time and date stipulated below; those received after the time and date stipulated above will be returned un-opened to the proposer. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified.

Ranking of proposals will be made on the basis of qualifications and price according to the criteria set forth in the evaluation criteria contained within the project manual; however, please note that proposals received from firms failing to meet the following minimum qualifications/requirements will not be considered or evaluated: (1) Proposer will have constructed three (3) improvements similar in quality and scope with a minimum of \$2,000,000 in total volume construction cost within the last three (3) years; (2) Proposer will have minimum bonding capacity of \$2,000,000 from a Surety Company acceptable to the District; (3) Proposer is authorized to do business in Florida; and (4) Proposer is registered with Lake County and is a licensed contractor in the State of Florida. Any and all questions relative to this project shall be directed in writing only by **June 2, 2017 at 5 p.m.** to Todd W. Bonnett at Bonnett Design Group, LLC, via email only at Todd@BonnettDesignGroup.com.

Notice of Public Meeting for Bid Opening

A special meeting of the Avalon Groves Community Development District will be held on **June 9, 2017 at 2:00 p.m.** at the offices of DPFG at 1060 Maitland Center, Suite 340, Maitland, Florida 32751. No official action of the District's Board will be taken at this meeting, it is held for the limited purpose of opening the bids. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the agenda for this meeting may be obtained from the District Manager, Patricia Comings-Thibault, at Development Planning & Financing Group, Inc., 1060 Maitland Center, Suite 340, Maitland, Florida 32751. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (321) 263-0132 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

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EVALUATION CRITERIA
SAWGRASS BAY BLVD EXTENSION
LANDSCAPE & IRRIGATION CONSTRUCTION SERVICES
AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
LAKE COUNTY, FLORIDA

PERSONNEL	(5 POINTS)
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E.g., 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	(15 POINTS)
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E.g., past record and experience of the respondent in self performing similar projects; past performance for this District and other CDD's in other contracts; character, integrity, reputation of respondent, etc.;

UNDERSTANDING SCOPE OF WORK	(10 POINTS)
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Demonstration of the Proposer's understanding of the project requirements.

FINANCIAL CAPABILITY	(10 POINTS)
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Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity, necessary to complete the services required; current bonding capacity; ownership of assets including equipment.

GEOGRAPHIC LOCATION	(10 POINTS)
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Proximity of proposer within fifty (50) miles to project jobsite.

SCHEDULE	(25 POINTS)
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Demonstration of Proposer's understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates. Consideration will be given to proposers that indicate an ability to credibly complete the project in advance of the required substantial and final completion dates without a premium cost for accelerated work.

PRICE	(25 POINTS)
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Points available for price will be allocated as follows:

15 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 proposer.

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

TOTAL POINTS	(100 POINTS)
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INSTRUCTIONS TO PROPOSERS
CONSTRUCTION SERVICES FOR SAWGRASS BAY BLVD. EXTENSION
LANDSCAPE & IRRIGATION
LAKE COUNTY, FLORIDA

Solicitation and Award Process

SECTION 1. DUE DATE. Sealed proposals must be received no later than **June 9, 2017, at 2 p.m.**, at the offices of DPFG at 1060 Maitland Center, Suite 340, Maitland, Florida 32751. Properly identified Proposals received on time will be publicly opened at that time.

SECTION 2. MANDATORY PRE-PROPOSAL CONFERENCE. A MANDATORY Pre-Proposal Conference will take place on **May 12, 2017, at 2 p.m.** at the offices of Bonnett Design Group, LLC, 400 South Orlando Ave., Suite 201, Maitland, Florida, 32751. The pre-proposal conference may include, but not be limited to, a discussion of contract requirements, inspections, evaluations, and submittal requirements. The failure to attend the pre-proposal conference may result in the disqualification of a Proposer. District Engineer and Landscape Architect will be present to discuss the Project. The Landscape Architect will transmit to all prospective Proposers of record such Addenda, as the District considers necessary in response to questions arising at the conference. Oral statements shall not be relied upon and will not be binding or legally effective.

SECTION 3. INTERPRETATIONS AND ADDENDA. Proposers shall promptly notify the District via email only at Todd@BonnettDesignGroup.com of any ambiguity, inconsistency, or error, which they may discover upon examination of the Proposal Documents or of the site and local conditions. All questions about the meaning or intent of the Proposal Documents or the Project are to be directed to the Landscape Architect. Proposers requiring clarification or interpretation of the Proposal Documents shall make a written request by email only to Bonnett Design Group by **June 2, 2017, at 5 p.m.** Only questions answered by formal written Addenda will be binding. Interpretation, corrections, or changes of the Proposal Documents made in any other manner will not be binding, and Proposers shall not rely upon such interpretation, corrections, and change. No interpretations will be given verbally.

An interpretation, correction, or change of the Proposal Documents considered necessary by the Engineer will be made by Addendum and sent via mail, fax, email or delivery only to parties recorded by Engineer as having attended the mandatory pre-proposal conference. **The District cannot guarantee that the Proposers will receive the addendums and therefore all addendums will be available at the office of Bonnet Design Group, LLC, at the address listed in the RFP publication. Immediately prior to submitting his Proposal, each Proposer shall ascertain that he has received all Addenda issued, and he shall acknowledge their receipt in the space provided in the Proposal Form.** No inquiries will be accepted from subcontractors - the Proposer shall be responsible for all queries.

SECTION 4. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the District's evaluation of the Proposer's ability to perform the services for the Project as demonstrated by 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.

SECTION 5. ACCEPTANCE OF PROPOSAL; CONTRACT AWARD. It is the intent of the District to award a contract to a Proposer provided the Proposal has been submitted in accordance with the requirements of the Proposal Documents, is judged to be reasonable, does not exceed the construction funds budgeted for the Project and will be in the best interests of the District. District reserves the right to waive any formality or irregularity in any Proposal received that is not material. The District shall have the right to accept alternates in any order or combination and to determine the lowest price Proposer on the basis of the sum of the Total Lump Sum Price and/or other Alternates may be accepted if alternate Proposals are requested in the Official Proposal Form.

If the Contract is awarded, District may give Successful Proposer a Notice of Award within one hundred twenty **(120) calendar days** after the day of the Proposal Opening. Within **ten calendar (10) days** of receipt of the Notice of Award from the District, the Proposer shall enter into and execute the Contract in substantially the form included in the Proposal Documents, unless requested otherwise by the District. Upon contract award, the successful Proposer will be required to furnish a payment and performance bond in compliance with section 255.05, Florida Statutes, and executed in a form acceptable to the District and in the sum equal to one hundred percent (100%) of the total amount of the contract value concurrent with execution of the contract. The Proposal shall be submitted with the understanding that the Proposer will not withdraw its proposal for a period of one hundred twenty **(120) calendar days** after proposals are due.

SECTION 6. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so.

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

believes, in its sole discretion, that it would not be in the best interest of the District to make an award to that Proposer. Any or all Proposals in which the prices are obviously unbalanced, nonconforming, or conditional are subject to rejection. A Proposal that is in any way incomplete or irregular may be rejected, at the sole discretion of the District.

SECTION 8. PROTESTS. Any protest regarding the Proposal Documents, including the evaluation criteria, specifications or other requirements contained in the Request for Proposal must be filed in writing, at the offices of DPFG at 1060 Maitland Center, Suite 340, Maitland, Florida 32751, within seventy-two (72) hours after the Project Manual is made available to qualified contractors. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to any provision in any document included in the Project Manual, including but not limited to, plans, specifications or contract documents.

Proposal Requirements

SECTION 9. SUBMISSION OF PROPOSALS. The Proposal and all other required documents are to be completed and submitted with **two (2) copies and one (1) electronic copy on CD** with the following data:

See forms provided in RFP for the following:

- A. Official Proposal Form
- B. Certificate as to Corporate Principal
- C. Affidavit of Proposer
- D. Affidavit of Non-Collusion
- E. Minimum Qualifications Statement including Minimum Qualifications

Contractor generated documents: Letter of Qualification for Performance and Payment Bonds

- F. Initial Project Schedule
- G. Schedule of Values
- H. Insurance Certificate
- I. Contractors Key Personnel with Resumes, staffing, similar projects & references, etc.
- J. Contractors Proposed Logistics Plan with Narrative
- K. Any other data required by the Request for Proposals or Addendums

Proposal submissions shall be enclosed in an opaque, sealed container, marked with the project title and name and address of 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 –CONSTRUCTION SERVICES FOR SAWGRASS BAY BLVD. EXTENSION LANDSCAPE & IRRIGATION" on the face of it. Proposals shall be deposited at the designated

location prior to the time and date for receipt of Proposals indicated in the Request for Proposal, or any time extension thereof made by Addendum. Proposer shall assume full responsibility for timely delivery at location designated for receipts of Proposals. Proposals received either in person, or by mail after the time and date for receipt of Proposals will not be accepted and will be returned unopened. Oral, telephonic, or email Proposals are invalid and will not be considered.

SECTION 10. 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.

SECTION 11. PROPOSAL MODIFICATION. Proposals may be modified by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time proposals are due provided that they are then fully in conformance with these Instructions to Proposers. Prior to time and date designated for receipt of Proposals, Proposals submitted early may be modified or withdrawn only by an appropriate document duly executed (in the manner that a Proposal must be executed) and hand-delivered by notice to the party receiving Proposals at the place and prior to the time designated for receipt of Proposals. A Proposal may not be modified, withdrawn or canceled by 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.

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 will classify the Proposal as being non-responsive. The Proposal Form shall contain **an acknowledgment of receipt of all Addenda** (the numbers of which must be filled in on the Proposal Form). Each copy of the Proposal Form shall include the company name, address, telephone number, facsimile number, and legal name of Proposer **and a statement whether Proposer is sole proprietor, a partnership, a corporation or any other legal entity, and each copy shall be signed by** the person or persons legally authorized to bind 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.

Proposals must be priced on a Total Lump Sum Price (not to exceed) basis for the Work described in the Proposal.

SECTION 13. SUBCONTRACTORS, SUPPLIERS AND OTHERS. Each Proposer shall submit to District a **list of Subcontractors and major materials suppliers** to be used if awarded the contract. A copy of the form to be submitted is provided in the Proposal Form and shall be completed as part of Proposer's Proposal. Such listing shall include the name of each Subcontractor where the amount of their work exceeds five percent (5%) of the Contract Price. If no Subcontractors are required, so state thereon. Upon request by the Engineer, the Successful Proposer shall submit, within five (5) days thereafter, all data required to establish to the satisfaction of the Engineer and 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 Engineer will notify the Proposer in writing if either the District or the Engineer, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Proposer then may, at his option, withdraw his Proposal 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 his option, disqualify the Proposer, at no cost to the District, and award the contract to another Proposer that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations.

Subcontractors and other persons and organizations proposed by the Proposer and accepted by the District and the Engineer 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 Engineer. Contractor shall not subcontract more than fifty percent (50%) of the Proposal amount without prior approval of the District and Engineer.

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

SECTION 15. 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 will have constructed three (3) improvements similar in quality and scope with a minimum of \$2,000,000 in total volume construction cost within the last three (3) years; (2) Proposer will have minimum bonding capacity of \$2,000,000 from a Surety Company acceptable to the District; (3) Proposer is authorized to do business in Florida; and (4) Proposer is registered with Lake County and is a licensed contractor in the State of Florida. The Proposer must be registered with Lake County at

the time bids become due; failure to so register will cause the Proposer's Proposal to be considered non-responsive. 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. Furthermore, the proposer shall submit satisfactory evidence that the Proposer meets the minimum qualifications set forth in the Minimum Qualifications Statement contained in the Project Manual.

SECTION 16. PERFORMANCE AND PAYMENT BONDS. Each Proposer shall submit a **Letter of Qualification from an acceptable Surety Company** (on Surety letterhead), stating that the Proposer is bondable for the amounts required by the Contract Documents. To be responsible to the District as Surety on Bonds, Surety shall comply with the following provisions:

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

Upon contract award, the successful Proposer will be required to furnish **Payment and Performance bonds** in compliance with section 255.05, *Florida Statutes*, and executed in the form included in the 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. The Proposer shall deliver the required bonds to the Engineer, District and District no later than ten (10) days after 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 Lake County Clerk of the Courts Recording Department. After the bonds have been assigned a book and page number, a copy will be made by request to the Recording person. A copy of said bonds to be recorded will be provided to the District, Developer and Engineer. No work can commence until the required bonds have been delivered to the District, Developer and Engineer. Upon receipt of the bonds the District may issue a Notice to Proceed.

SECTION 17. SCHEDULE OF VALUES. Proposer shall submit a **Schedule of Values** for the proposed Work for review and approval by the District and/or Engineer. The Schedule of Values for all of the Work will include quantities and prices of items derived by the Proposer aggregating the Total Lump Sum Price. Each section shall contain integral component parts of the Work in sufficient detail to serve as the basis for future progress payments and shall be utilized as the basis for additions and deletions to the Work during construction. Such prices will include an appropriate amount of overhead and profit applicable to each main section. If 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 18. PROJECT SCHEDULE. An **Initial Project Schedule** shall be submitted with the Proposal in accordance with the Contract Documents and shall not exceed the time stipulated as the Contract Time. The District reserves the right to base the award of the Contract subject to the submission of a schedule which is not qualified and identifies the duration of the Work all inclusive of the complete and functioning project from beginning to end, within the prescribed Contract Times.

SECTION 19. REQUIRED ADDITIONAL INFORMATION. All Proposals shall include the following information **in addition to any other requirements** of the Proposal Documents:

- A. A list of position or title and corporate responsibilities of key management or supervisory personnel. Proposer should include resumes for each person listed.
- B. A description of proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature. Proposer should include resumes with applicable certifications.
- C. Two references from projects of similar size and scope. 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 other community development districts.
- D. Completed copies of all other forms included within the Proposal Documents.
- E. Certificate of Insurance detailing the company's insurance coverage including the types of coverage and limits for general, property, automobile liability, and worker's compensation insurance. In the event the Proposer is notified of award, it shall provide proof of the insurance coverage identifying the District, its staff, engineer, employees, officers, agents and supervisors as additional insureds, as stated in the Contract form provided herein, within **ten (10) calendar days** after notification.

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

SECTION 20. 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 Engineer 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 Engineer's decision of approval or disapproval of a proposed substitution shall be final. If the Engineer approves any proposed substitution, such approval will be set forth in an Addenda. Proposers shall **not** rely upon approval made in any other manner.

SECTION 21. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the Proposal in compliance with all such laws, ordinances and regulations.

SECTION 22. 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.

SECTION 23. 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 24. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.

SECTION 25. 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 its board members, staff, employees, officers, and agents against any cost, damage, or expense which may be incurred in Proposer's preparation of the same.
- B. The documents contained within the Project Manual, including the standard form of agreement, are complementary; what is called for by one is binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Project Manual, he/she shall call it to the District 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.
- 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 within ten (10) calendar days of the Notice of Award and to execute and deliver the Bonds and other documents required by the Proposal requirements within ten (10) calendar days after the date of execution of the Contract. The Contractor will commence construction within five (5) calendar days of the later receipt of the Notice to Proceed.
- 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" permit, electrical permit, water and electrical meters (if applicable), installation fees, electrical inspection fees, building permit, temporary services and utilities, and other necessary permits or approvals.
- G. The Contractor shall complete the Work herein defined and detailed in a professional and workman like manner typical of the industry. There shall be no sections or parts missing.

Furthermore, each portion of the work shall be complete and able to function for its intended use. The work must be continuous unless otherwise directed by the District. The work, including punch list items, must be acceptable to and accepted by applicable regulatory authorities.

- H. All storm drainage must be maintained to each property adjacent to 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.
 - i. Quantities, if shown on the Bid, are estimated for bidding purposes only and shall be verified by the Contractor.
 - ii. Payment for work performed under this contract shall be based on lump sum bid. Bidder shall determine quantities.
 - iii. Regardless of uncertainties of material supply and production at the time of bidding, Contractors shall base their bids in strict accordance with items, materials and methods as set forth in the Contract Documents.
 - iv. Pay items may be added, or deleted, to the list of pay items by the Engineer or Contractor, that are required to complete the scope of work as defined by the project plans and specifications.
- 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. The District shall furnish a reference benchmark. All other necessary survey work must be provided by the successful Proposer.

- M. The Proposer shall specify subcontractors to be used for work where such work exceeds five percent (5%) 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 all NPDES, FDEP, SJRWMD, ACOE, and Lake County latest rules and regulations. Any fines levied shall be paid by Contractor.
- P. Enclosed are reports of geotechnical exploration prepared by Devo Engineering and Faulkner Engineering. All construction shall be completed in accordance with this report. The District assumes no responsibility for accuracy of soil report. The District will be responsible for the cost of geotechnical testing services for Project except for those tests required for project services and equipment. Proposer is responsible for coordinating with the District's testing service. Proposer is responsible for all failing tests-retests. For testing required by Proposer, Proposer will pre-qualify for approval by the District the testing laboratory and unit price schedule prior to the Notice to Proceed. 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. Successful Proposer must perform any tests as required by Utilities, Inc. and Lake County and applicable specifications prior to Project acceptance. 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 12 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, 2010 American with Disabilities Act (“ADA”) Accessibility Guidelines, 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.

SCOPE OF SERVICES
CONSTRUCTION SERVICES FOR
SAWGRASS BAY BLVD EXTENSION LANDSCAPE & IRRIGATION

Construction services for SAWGRASS BAY BLVD. EXTENSION LANDSCAPE & IRRIGATION.

OFFICIAL PROPOSAL FORM
CONSTRUCTION SERVICES FOR
SAWGRASS BAY BLVD EXTENSION LANDSCAPE & IRRIGATION

This project generally includes but is not limited to include construction services for landscape and irrigation, as more particularly described in the Project Manual and in accordance with the plans and specifications.

TO BE SUBMITTED TO:

Avalon Groves Community Development District
c/o DPFG
1060 Maitland Center, Suite 340
Maitland, Florida, 32751

on or before June 9, 2017, at 2 p.m.

PUBLIC OPENING

TO: Avalon Groves Community Development District

FROM:

(Proposer)

In accordance with the District Request for Proposals inviting proposals for

Construction Services for SAWGRASS BAY BLVD. EXTENSION
LANDSCAPE & IRRIGATION

the undersigned proposes to provide all work necessary to install and construct the improvements including but not limited to mobilization, erosion control, maintenance and restoration of staging and access areas, protection and restoration of property, etc. as shown on the Plans prepared by Bonnett Design Group, LLC ("Plans") in accordance with the Lake County Standards and Specifications and the permits.

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

THE UNDERSIGNED PROPOSER, having a thorough understanding of the Work required by the Contract Documents, the site and conditions where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work, and having knowledge of the expense and difficulties attending performance of the Work, and having fully inspected the site in all particulars, hereby proposes and agrees, if this Proposal is accepted, to enter into the Construction Contract with the District 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 LUMP SUM PRICES as indicated in the Proposal Summary.

DOCUMENTS AND ADDENDA

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

Addendum No. _____ Dated: ____/____/____

Addendum No. _____ Dated: ____/____/____

Addendum No. _____ Dated: ____/____/____

Addendum No. _____ Dated: ____/____/____

LIST OF DRAWINGS
CONSTRUCTION SERVICES FOR
SAWGRASS BAY BLVD EXTENSION LANDSCAPE & IRRIGATION

PROPOSAL SUMMARY
CONSTRUCTION SERVICES FOR
SAWGRASS BAY BLVD EXTENSION LANDSCAPE & IRRIGATION

ITEM	TOTAL
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
5. _____	\$ _____
6. _____	\$ _____
7. _____	\$ _____
8. _____	\$ _____
9. _____	\$ _____
10. General Conditions:	\$ _____
11. Performance and Payment Bond:	\$ _____
12. Liability Insurance:	\$ _____
TOTAL BASE BID – Items 1 - 12 (STIPULATED LUMP SUM)	
\$ _____ or _____ dollars	

Substantial Completion within _____ calendar days

ALTERNATE NO.1 _____	\$ _____
ALTERNATE NO.2 _____	\$ _____
ALTERNATE NO.3 _____	\$ _____
ALTERNATE NO.4 _____	\$ _____

TIME OF COMMENCEMENT, COMPLETION, AND PROJECT SCHEDULE

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

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

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

LIQUIDATED DAMAGES

Should the Contractor or, in case of his default, the Surety fail to complete the work within the time stimulated in the contract, or within such extra time as may have been granted by the District, the Proposer, in case of his default, the Surety shall pay to the District, not as a penalty but as liquidated damages in the amount of \$1,000 per calendar day beyond substantial completion.

GENERAL AGREEMENTS

The Proposer agrees to all terms and conditions as stated in Section 26, Acknowledgments, of the Instructions to Proposers contained in the Project Manual.

REQUIRED DOCUMENTS

1. The following documents are to be submitted or attached to and made a condition of the Proposal submittal:
 - A. Official Proposal Form
 - B. Certificate as to Corporate Principal
 - C. Affidavit of Proposer

- D. Affidavit of Non-Collusion
 - E. Minimum Qualifications Statement including Minimum Qualifications
 - F. Letter of Qualification for Performance and Payment Bonds
 - G. Initial Project Schedule
 - H. Schedule of Values
 - I. Insurance Certificate
 - J. Contractor's Key Personnel with Resumes, staffing, similar projects & references
 - K. Contractor's Proposed Logistics Plan with Narrative
 - L. Any other data required by the Request for Proposers or Addendums
2. Terms used in this Proposal which are defined in the Project Manual, General Conditions, Special Conditions or Proposal Instructions will have the meanings indicated in the General Conditions, Special Conditions or Proposal Instructions.

CIVIL RIGHTS

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

ORGANIZATION INFORMATION OF PROPOSER
CONSTRUCTION SERVICES FOR
SAWGRASS BAY BLVD EXTENSION LANDSCAPE & IRRIGATION

DATE SUBMITTED: _____, 2017

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 _____

6. Is the Proposer incorporated in the State of Florida? Yes (☐) No (☐)
If yes, provide the following:
Is the Company in good standing with the Florida Department of State, Division of Corporations?
Yes (☐) No (☐)

If no, please explain _____

Date Incorporated _____

Charter No. _____

6.1 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. _____

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

7.1 If yes, provide the following:

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

7.2 Is the Proposer company a registered or licensed Contractor with Lake County?

Yes () No ()

7.3 Has the Proposer company performed work for a community development district previously? Yes ()

No ()

8. Name of Proposer's Bonding Company _____

Address _____

Approved Bonding Capacities: Aggregate Limit \$ _____

Single Project Limit \$ _____

Total Current Contracts Bonded \$ _____

9. Name of Proposer's Bonding Agency _____

Address _____

Telephone _____

10. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (14) _____ ,
(15) _____, (16) _____.

11. What are the Proposers' company's current insurance limits?

General Liability \$ _____
Automobile Liability \$ _____
Workers Compensation \$ _____
Expiration Date _____

12. 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: _____

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

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

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

State the period(s) of debarment or suspension _____

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

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

15. Have you ever failed to complete any work awarded to you? Yes () No ()

If so, where and why? _____

16. Has any officer or partner of your organization ever been an officer, partner, or owner of some other organization that has failed to complete a construction contract?

Yes () No ()

If so, state name of individual, other organization and reason therefore _____

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

18. Has organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes () No ()

If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

19. Within the past five (5) years, has organization failed to complete a project within the scheduled contract time? Yes () No ()

If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof.

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

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by Avalon Groves Community Development District, or its authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or necessary to determine whether the Avalon Groves 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 _____, 2017.

(Corporate Seal)

Sworn to before me this _____ day of _____, 2017.

(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)			

SUPERVISORY PERSONNEL

Company Name _____

Date _____

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

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

COMPANY OWNED MAJOR EQUIPMENT (Attach additional sheets if necessary)

Company Name _____

Date _____

[illegible]

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 the 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.

				PROPOSER'S UNCOMPLETED AMOUNT AS OF THIS DATE		COMPLETION DATE		
OWNER, LOCATION AND DESCRIPTION OF PROJECT	CURRENT CONTRACT AMOUNT AS PRIME	CURRENT CONTRACT AMOUNT AS SUBCONTRACTOR	CURRENT AMOUNT SUBJECT TO OTHERS	AS PRIME CONTRACTOR	AS SUBCONTRACTOR	ORIGINAL CONTRACT DATE	APPROVED REVISED DATE	CURRENT ESTIMATE DATE
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
Subtotal Uncompleted Work				\$	\$			
Total Uncompleted Work on Hand					\$			

PROJECTS COMPLETED BY PROPOSER IN THE LAST TWO YEARS

Company Name _____ Date _____

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

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

¹ 'Prime or Sub' should indicate whether Proposer performed the work as a prime contractor or as a subcontractor.

² 'Owner Name/Location' should indicate the Owner of the project if the Proposer performed the work as a prime contractor or the general contractor if the Proposer performed the work as a subcontractor.

³ 'Name & Phone Number of Owner's Representative on this Project' should list a reference from the business entity listed in the previous column familiar with Proposer's contract performance.

MAJOR MATERIALS SUPPLIERS

[illegible]

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

CERTIFICATE AS TO CORPORATE PRINCIPAL
CONSTRUCTION SERVICES FOR
SAWGRASS BAY BLVD EXTENSION LANDSCAPE & IRRIGATION

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that _____ who signed the said bond on behalf of the Principal, was then of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in Behalf of said Corporation by authority of its governing body.

Secretary

Corporate Seal

STATE OF FLORIDA

)

)

SS

COUNTY OF _____

)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the surety named therein in favor of Avalon Groves Community Development District.

Sworn to before me this _____ day of _____, 2017.

Notary Public / Expiration Date:

(SEAL)

(Attach Power of Attorney to Financial Statement of Surety Company)

(SEAL)

STATE OF FLORIDA)
)
COUNTY OF _____) SS

being duly sworn, deposes and says that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/ she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

(SEAL)

STATE OF FLORIDA)
)
) SS
COUNTY OF _____)

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/ she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

(SEAL)

AFFIDAVIT OF NON-COLLUSION
CONSTRUCTION SERVICES FOR
SAWGRASS BAY BLVD EXTENSION LANDSCAPE & IRRIGATION

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 _____ (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 _____, 2017.

Signature by authorized representative of Proposer

STATE OF FLORIDA
COUNTY OF _____

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

Signature of Notary Public taking acknowledgement

My Commission Expires: _____

(SEAL)

MINIMUM CONTRACTOR QUALIFICATIONS STATEMENT
CONSTRUCTION SERVICES FOR
SAWGRASS BAY BLVD EXTENSION LANDSCAPE & IRRIGATION
LAKE COUNTY, FLORIDA

Contractor: _____

Contact: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Typical Work Description: Construction Services will include construction of _____ and all work associated with these types of activities.

Owner: Avalon Groves Community Development District

Minimum Qualifications: Proposers for the Avalon Groves Community Development District ("District") projects shall have the following minimum qualifications:

- (1) Applicant will have constructed three (3) projects similar in quality and scope with a minimum of \$2,000,000 in total construction cost within the last (5) years.
- (2) Applicant shall be required to provide evidence of \$2,000,000 minimum bonding capacity from a Surety Company acceptable to the CDD.
- (3) Applicant is authorized to do business in the State of Florida.
- (4) Applicant is a licensed general contractor in the State of Florida and registered in Lake County.

The District reserves the right to waive any of the minimum qualifications or to waive any informalities or irregularities in the qualifications as deemed to be in the best interests of the District.

Certification: I hereby certify that the applicant meets or exceeds the minimum qualifications identified above. I further acknowledge that despite meeting the minimum qualifications above, the District has the right to deny, suspend or revoke a prospective bidder's qualification for bidding on the Avalon Groves Community Development District projects based upon the Determination of Qualified Prospective Bidder information contained herein.

Contractor Name

Contractor Title

Date

SPECIAL CONDITIONS

CONSTRUCTION SERVICES FOR SAWGRASS BAY BLVD EXTENSION LANDSCAPE & IRRIGATION LAKE COUNTY, FLORIDA

1. USE OF PREMISES

1.1 Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not encumber the premises with construction equipment or damage to any such land or area, or to the Owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such Owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless District/Owner and anyone directly or indirectly employed by any of them from and against all claims, costs, losses, and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such Owner or occupant against District/Owner or any other party indemnified hereunder to the extent caused by or based upon contractor's performance of the Work.

1.2 During the progress of the Work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the site clean and ready for use by the District at Substantial Completion of the Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.

1.3 The District/Owner assumes no responsibility for conditions under which the Work must be performed and shall not be held liable for damages to any person for delays in the Project or interferences in the Project regardless of how caused, except for those directly caused by District/Owner negligence or willful acts.

1.4 The Contractor's personnel shall adhere to all rules, regulations and security measures as required by the District. Specific attention is called to, but not limited to the following conditions:

1. The limit of the construction area will be within the limits of construction indicated on the Contract Drawings, plus access areas. Construction personnel are limited to this area only and are not permitted in any other areas.
2. During execution of the Work of this Project, the Contractor shall maintain access to all other sites within the development to the extent that Contractor's work affects access to these areas at all times during the Work. This shall include modifying driving surfaces or accesses as necessary to allow access for users outside of the limits of construction.
3. Contractors employees and subcontractors employees are to conduct themselves in a professional manner at all times including proper attire (shirts and appropriate foot ware must be worn). Fighting, gambling, horseplay, whistling, possession of or drinking of alcoholic beverages, possession of or the use of illegal drugs, firearms or failure to follow safety regulations will serve as cause for the immediate and permanent removal of the involved individuals from the Project.

2.0 PROJECT MEETINGS

2.1 The Contractor shall hold an initial coordination meeting with the District, Landscape Architect, and Engineer (Pre-Construction Meeting) at a time and place to be mutually agreed on at which the parties will finalize and agree upon the logistics plan for the Project. During the initial meeting, Contractor shall provide all available As-builts, as well as, a Site Logistics Plan, which depicts construction phasing, scheduling, and temporary measures, as necessary.

2.1 The Engineer agrees to hold and record weekly job meetings at a time and place to be mutually agreed on at the first organization meeting. Contractor's representative shall have the authority to make policy decisions.

2.2 Responsible representatives of the District, Engineer, Landscape Architect, and Contractor shall attend.

2.3 Attendance is expected regularly and on time so that business can be conducted as quickly as possible.

2.4 Such meetings shall discuss scheduling, Work progress and any problem arising from the Work, particularly involving more than one subcontractor and/or utility company. The meeting shall not be used for required Contractor coordination responsibilities.

2.5 The Engineer shall be responsible for keeping minutes and shall include in the minutes of job meetings all circumstances that may bear on the progress of the Work, including without limitation dates of letting subcontracts, ordering and delivery of materials, weather conditions or other unusual circumstances that may cause difficulty or delay. In addition, the contractor shall be responsible for keeping and providing updated change order, RFI and submittal logs for review and reference at each weekly meeting.

2.6 Meeting minutes and all logs are to be distributed to all attendees prior to the next progress meeting.

2.7 Immediately prior to each meeting, Contractor must complete a "Two Week Look Ahead" bar chart schedule for the purposes of review during the meeting. This bar chart should include the following types of activities:

- 1 Construction activities
- 2 Major equipment/material deliveries
- 3 Significant milestones (e.g., piping system complete, paving start date, etc.)
- 4 Deadlines for supplemental information required by Contractor

3.0 SAFETY AND SECURITY

3.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- 1 All persons on the Project Site or who may be affected by the Work;
- 2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site; and
- 3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

3.2 Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify District/Owner of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal,

relocation and replacement of their property. All damage, injury or loss to any property referred directly or indirectly, in whole or in part, by Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, shall be remedied by Contractor.

3.3 Contractor shall designate a qualified and experienced safety representative at the Project Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

3.4 Contractor shall provide for the safety and protection of the Contractor's own Work, including the covering of any holes, open trenches etc., so as to avoid all safety hazards. The Contractor is solely responsible for compliance with all local and national safety regulations and requirements.

3.5 Prior to starting work on the Project, the Contractor and subcontractors shall meet with their employees to apprise them of the safety requirements. Minutes from this meeting shall be provided to the District and Engineer.

3.6 INTENTIONALLY DELETED

3.7 The Contractor is responsible for providing an adequate number of approved NAPA fire extinguishers for the Project Site. An approved extinguisher, shielding curtains, and screens must be provided at welding and cutting equipment at all times. All fire extinguishers are to be serviced and maintained in accordance with NAPA requirements.

3.8 INTENTIONALLY DELETED

3.9 INTENTIONALLY DELETED

3.10 Contractor shall be responsible for ensuring that his employees, subs, visitors and agency comply with OSHA and other regulatory agencies at all times.

3.11 Contractors shall provide adequate tools and equipment for the safe performance of the Work. Equipment must meet OSHA standards. The metal non-current carrying parts of all electrical appliances must be grounded.

3.12 The Contractor is expected to provide first aid equipment and trained personnel for his employees, as defined in the OSHA Standards. The Contractor must post a list containing names and phone numbers of first aid person, doctor, hospital, and ambulance at the Project Site.

3.13 In the event the Contractor discovers hazardous materials or hazardous conditions at the Project Site, the Contractor is to immediately cease work and vacate that area and contact the District for further instructions.

3.14 If the Contractor notices any safety violations at the Project Site, the Contractor shall immediately notify the Engineer and District. In the event of an accident on the contractor's work site, the contractor must immediately notify the Engineer and District and follow up within 24 hours with a written description of the event.

3.15 The Contractor is expected to conform to all local and OSHA trenching regulations and safety standards related to excavation and earthwork.

4.0 CLEANING

4.1 The Contractor and each subcontractor shall conduct daily inspections to verify that requirements of cleanliness are being met.

4.2 The Contractor and each subcontractor and subcontractor shall be responsible for the daily removal and disposition of all salvage items, demolition debris, and all other items, equipment, apparatus, fixtures, wiring conduit, piping, and the like scheduled to be removed. In addition, the contractor shall provide street sweeping at intervals necessary to keep pavement and curb clear of dirt and debris.

4.3 The Contractor and each subcontractor shall be responsible for all cleaning in connection with his own work and shall deposit all trash (including wrappers, crating, waste or debris) resulting from his Work. All combustible material shall be removed from the Project Site on a daily basis.

4.4 The Contractor shall arrange space for workmen's lunches, provide rubbish containers for miscellaneous trash and keep premises clean and remove all debris at the end of each working day.

4.5 If the Contractor fails to clean up his trash within one (1) working day after being requested in writing to do so by the District, the District may complete the necessary clean up and deduct the cost thereof from any payment due the Contractor.

4.6 Omitted.

5.0 TESTS AND INSPECTIONS

5.1 Contractor shall give Engineer or other testing group so designated by the District, timely notice of readiness of the Work for all required inspections, tests, or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspection or tests.

5.2 Unless provided for otherwise in the Construction Contract and Contract Documents, the District shall employ and pay for the services of an independent testing laboratory to perform geotechnical testing and the Contractor will provide all inspections, tests, or approval required for systems related to the work and will be responsible for the cost of but not be limited to the following:

- 1 for inspections, tests, or approval covered by paragraph 5.4 below;
- 2 those costs incurred in connection with tests or inspections conducted pursuant to paragraph 5.7 below shall be paid as provided in said paragraph 5.7; and
- 3 as otherwise specifically provided in the Contract Documents.

5.3 If Laws or Regulations of any public body having jurisdiction require any work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer and District/Owner the required certificates of inspection, or approval. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for District/Owner and Engineer's acceptance of materials or equipment to be incorporated in the work, or of materials, mix, designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

5.4 If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

5.5 Uncovering Work as provided in paragraph 5.4 shall be at Contractor's expense, unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

5.6 If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

5.7 If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such work is defective, Contractor shall pay all claims, costs, losses and damages caused by, arising out of, or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of Work of others); and District shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction of the work.

5.8 Contractor shall be responsible for contacting District/Owner's testing service/engineer each and every time the Contractor's Work requires testing or observation in accordance with the Contract Documents. Contractor shall give testing engineer a minimum of 24 hours-notice.

6.0 PERMITS

6.1 The District shall pay all fees for approved construction plans (including impact fees as appropriate) directly related to this construction however, all other permits as described in Section 3.7 of the General Conditions and inspection fees (to the extent not paid by District) shall be the responsibility of the Contractor.

6.2 Contractor shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither District nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

6.3 If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom.

6.4 Prior to commencement of the Work, Contractor is responsible to obtain complete and valid copies of all construction permits related to the Work from District and/or Engineer. Contractor must perform the Work in accordance with all of the conditions and requirements of the construction related to the Work. Such permits specifically include, but are not limited to permits from Lake County, Saint John's River Water Management District, Florida Department of Environmental Protection, Florida Department of Transportation and the Army Corps of Engineers.

7.0 CONTRACTOR'S RESPONSIBILITY TO MANAGE

7.1 Contractor shall be fully responsible to District and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other person or organization any contractual relationship between District or Engineer and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the District or Engineer to pay or to see to the payment of any monies due any such Subcontractor, Supplier, or other person or organization except as may otherwise be required by Laws and Regulations.

7.2 Contractor shall be solely responsible for scheduling and coordinating the Work of subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor. Contractor shall require all subcontractors, suppliers, and such other persons and organizations performing or furnishing any of the Work to communicate with the Engineer through the Contractor.

8.0 TREE PROTECTION

8.1 The Contractor shall be solely responsible for the protection of all trees shown on the Construction Plans as to be preserved and those identified by the District/Owner prior to clearing to be preserved. The Contractor shall provide tree protection for all trees to remain either within or adjacent to the work and special care is to be made to avoid damage to the preserved and protected trees during clearing activities in accordance with the Construction Plans.

8.2 The Contractor shall be responsible to replace every tree equal to or greater than 8" caliper, which has been indicated on the Construction Plan for preservation if removed by the Contractor. Replacement trees shall be of like kind and maturity.

8.3 All trees shown on the Construction Plans or designated in the field to remain must be protected from damage by wood fencing as indicated in the Construction Plans. The Contractor is responsible for the maintenance of tree protection through substantial completion. The placement of vehicles, construction materials, debris or excavated material within drip line will not be permitted. Excavation or filling within the drip line shall be done with care and shall be the minimum required to construct grades as shown in the Construction Plans. Excavation methods within the drip line of all trees designated on the plans or in the field for protection must be approved by Engineer or District prior to the work. Joint trench installation of utility may be required.

8.5 Omitted.

9.0 SOIL MANAGEMENT

9.1 Omitted.

9.2 Contractor shall not be allowed to excavate below the final grades shown at the designated elevations on the grading plan without the prior written approval of the District/Owner.

9.3 Omitted.

9.4 Omitted.

9.5 The Contractor shall prevent surface water and subsurface of ground water from flowing into excavations and from flooding project site and surrounding areas.

9.6 Contractor shall not allow water to accumulate in excavations. The Contractor shall remove water to prevent soil changes detrimental to stability of subgrades. The Contractor shall provide and maintain pumps, well points, sumps, suction and discharge lines, erosion control and other dewatering system components necessary to convey water away from excavations at Contractor's sole expense.

9.7 Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations to collecting or run-off areas. The use of trench excavations as temporary drainage ditches is prohibited.

9.8 SPECIAL EROSION CONTROL MEASURES

9.8.1 Construction activity within the Project shall be conducted in accordance with a stormwater pollution prevention plan developed pursuant to the FDEP NPDES permit program. Prior to any work, the contractor shall prepare and submit an application for an FDEP NPDES Stormwater permit to the FDEP. The silt fencing shall be inspected at least once a week and repairs to fallen or damaged sections shall be made immediately upon discovery. Contractor shall provide weekly

NPDES reports with the monthly application for payment and at any interval deemed necessary or requested by the District or Engineer.

9.8.2 Copies of the stormwater pollution prevention plans and the FDEP NPDES permit shall be provided to the Engineer, District/Owner and the Florida Department of Environmental Protection.

9.8.3 District and Engineer independent from Contractor will also inspect silt fencing and other erosion control measures. The District and Engineer will provide the Contractor with written notification of any repairs or additions that must be made to the Contractor's erosion control measures. Contractor must complete repairs or additions within 24 hours of receipt of written notification. If Contractor fails to complete repairs or additions within such time period, the Contractor will be fined \$500 for each such failure to respond.

10.2.1 [INTENTIONALLY OMITTED]

11.0 UTILITY COORDINATION

11.1 Contractor is responsible for coordinating the Work with any and all governmental agencies, utility companies, other contractors and service providers that are providing or serving utilities to the Project.

11.2 Omitted.

11.3 The Contractor is responsible for facilitation of schedule and site accommodation of works related to the placement of new infrastructure by Sumter Electric Cooperative Inc. and/or designated contractors and all other utility providers working within the Project. The District/Owner will be responsible for coordination of work between Contractor and various utility providers. The Contractor is responsible for coordination with utility providers of their installation of sleeves within the ROW. The Contractor is expected to accommodate the utility work and to not unnecessarily impede its progress.

11.4 Florida Law (F.S. 553.851) Protection of Underground Pipelines mandates that "no excavator shall commence or perform any excavation in any public or private street, alley, right-of-way dedicated to the public use, or gas utility easement without first obtaining information concerning the possible location of gas pipelines in the area of the proposed excavation." This includes any operation utilizing hand tools or power tools which moves or removes any structure, earth, rock, or other mass of material by such methods as digging, backfilling, demolition, grading, ditching, drilling, boring and cable plowing. The Contractor must notify the gas utility a minimum of 48 hours and a maximum of 5 days prior to excavating (excluding Saturdays, Sundays, and legal holidays).

12.0 Omitted

13.0 HARDSCAPE/LANDSCAPE/IRRIGATION COORDINATION

13.1 The Contractor shall be responsible for coordinating the installation of all rights-of-way and all center median area landscaping, hardscape and irrigation work with the District contractors. District's contractor shall be accommodated for placement of irrigation sleeves and other equipment at appropriate time in the overall project sequence of work. The Contractor shall provide the District/Owner with four (4) weeks minimum written notice of when the Contractor desires the District's landscape and irrigation contractors to man the job to perform their respective tasks.

14.0 Omitted

14.1 Omitted.

15.0 AIR QUALITY

- 15.1 The following fugitive dust control measures shall be undertaken during all construction activities throughout buildout of the project:
- a) Contractors will moisten soil or use resinous adhesives on barren areas, which shall include, at a minimum, all roads, parking lots, and material stockpiles;
 - b) Contractors will use mulch, liquid resinous adhesives with hydro-seeding or sod on all landscape areas;
 - c) Contractors will remove soil and other dust-generating material deposited on paved streets by vehicular traffic, earth moving equipment, or soil erosion; and
 - d) Contractors will utilize the best operating practices in conjunction with any burning resulting from land clearing, which may include the use of air curtain incinerators.
- 16.0 INTENTIONALLY DELETED
- 17.0 MISCELLANEOUS
- 17.1 Contractor is advised that DANGER exists on and off of the site. Live underground electrical power lines may exist within the rights-of-way of existing and new roadways. Proper safety precautions must be taken when working at all times. Contractor shall contact locating company to perform said locates prior to any work taking place.
- 17.2 Contractor is advised that there are existing utilities located (beyond electric) within the project limits. The Contractor is responsible for locating these utilities and solely responsible for any damage caused to utility. Contractor is responsible for obtaining as-builts which may or may not exist for utility in the vicinity of this project.
- 17.3 The Contractor is advised that construction of homes within or in adjacent phases of this project maybe underway. The Owner anticipates home builders will access the site prior to substantial completion. The Contractor agrees to provide access to the building sites for early home construction and will provide coordination of his work to accommodate to the extent possible the construction of homes within the project. Home builder's vehicles and equipment will be utilizing the streets and roadways.
- 17.4 INTENTIONALLY DELETED
- 17.5 INTENTIONALLY DELETED
- 17.6 INTENTIONALLY DELETED
- 17.7 INTENTIONALLY DELETED
- 17.8 INTENTIONALLY DELETED
- 17.9 In those areas designated to receive seed and mulch, the Contractor shall not apply grass seed of any type until soil has been tested and treated as required to insure proper germination

18.0 ENVIRONMENTALLY SENSITIVE CONSTRUCTION

- 18.1 The Contractor is advised that construction of this project is environmentally sensitive. The Contractor is solely responsible for protection of environmentally sensitive areas during the Work. Accordingly, the following guidelines shall be strictly adhered to:
- 18.2 Prior to start of Construction, the Contractor shall delineate and mark all Construction Limits in accordance with the construction drawings. The Contractor shall not exceed those limits for any of his operations.
- 18.3 Contractor shall monitor erosion control on a daily basis and provide a written log to the District at the end of each week during the entire construction period.
- 18.4 The Contractor shall obtain a testing lab to monitor dewatering and verify that discharge limits to offsite areas are in compliance with the Surface Water Quality Monitoring Plan. Once Construction is started, Contractor shall frequently take downstream turbidity tests to insure original turbidity level is maintained.

19 CLEARING

- 19.1 Contractor shall walk the site with the District prior to any clearing activities. At that time additional tree preservation maybe identified.

END OF SPECIAL CONDITIONS

GENERAL SPECIFICATIONS

GS-1 SCOPE

The General Specifications describes the CONTRACTOR'S responsibilities for all work under this Contract in addition to the more specific requirements of the Technical Specifications.

GS-2 DEFINED TERMS

The terms used in these General Specifications and Technical Specifications which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

GS-3 DAMAGE TO EXISTING STRUCTURES AND UTILITIES

The CONTRACTOR shall be responsible for and make good all damage to pavement beyond the limits of this Contract, buildings, telephone or other cables, water pipes, sanitary pipes or other structures which may be encountered, whether or not shown on the Drawings.

Information shown on the Drawings as to the location of existing utilities has been prepared from the most reliable data available to the PROJECT MANAGER. This information is not guaranteed, however, and it shall be this CONTRACTOR'S responsibility to determine the location, character and depth of any existing utilities. He shall assist the utility companies by every means possible to determine said locations. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from his activities.

GS-4 ADJUSTMENT OF GRADES

Adjustments of grades shown on drawings may be necessary to conform to actual field conditions or to maintain cover under proposed future grades. Such adjustments shall be considered part of the job conditions and no extra compensation will be allowed for such changes except where specifically otherwise noted in the plans or specifications. Such adjustments must be approved by the PROJECT MANAGER prior to being made.

GS-5 PROJECT RECORD

5.1 Description

Definitions: Record copies are defined to include those documents or copies relating directly to performance of the work which CONTRACTOR is required to prepare for the DISTRICT'S records, recording the work as actually performed. Record copies shall show all changes in the work from that shown and specified by original contract documents; and show additional information of value to DISTRICT'S records, but not indicated by original contract documents.

Record copies include newly prepared drawings, marked up copies of contract drawings, shop drawings, specifications, addenda and change orders, marked up product data submittals, field records for variable and concealed conditions such as excavations and foundations, and

miscellaneous record information on work which is otherwise recorded only schematically or not at all. Certain individual sections of these specifications may indicate specific record copy requirements which extend requirements of this section.

CONTRACTOR shall provide accurate survey information showing locations and elevations of all underground utility lines, including elevations, location and change of direction of piping, conduit, valves, fittings, tanks and manholes.

5.2 Record Drawings

Markup Procedure: During progress of the work, maintain a complete blueline set of contract drawings and shop drawings with markup of actual installations, which vary from the work as originally shown.

Mark whatever drawing is most capable of showing actual physical condition, fully and accurately. Where shop drawings are marked up, mark cross-reference on contract drawings at corresponding location. Mark with erasable colored contract pencil using separate colors where feasible to distinguish between changes for different categories of work at same general location. Markup important additional information which was either shown schematically or indicated on original drawings. Record information on work concealed which would be difficult to identify, measure or locate after concealed. Identify alternate numbers, change order numbers and similar identification. Require each person preparing markup to initial and date markup and indicate name of firm. Upon completion of markup, submit complete set to the PROJECT MANAGER for DISTRICT'S records. Label each sheet "PROJECT RECORD".

One set of prints of original contract drawings will be furnished by the PROJECT MANAGER to CONTRACTOR for use in recording changes and additional information. Other printing required is CONTRACTOR'S responsibility.

5.3 Record Specifications

During progress of the work, maintain one copy of specifications including addenda, change orders and similar modifications issued in printed form during construction, and markup variations (of substance) in actual work in comparison with text of specifications and modifications as issued. Identify substitutions, selection of options and similar information. Upon completion of markup, submit record specifications and record drawings to the PROJECT MANAGER for DISTRICT'S records. Label front cover "PROJECT RECORD".

Where manual is printed on front and back sides of pages, mark variation on blank pages and inset behind change.

GS-6 SITE CLEANUP AND RESTORATION

In addition to the cleaning up requirements set forth in the "General Conditions," the CONTRACTOR at all times, shall keep the working area free of tools, materials and equipment not essential to the progress of the work. Debris, waste materials and rubbish shall be properly disposed of and not allowed to accumulate. If the CONTRACTOR should fail to do this, the DISTRICT will make the necessary arrangements to effect the cleanup by others and will back

charge the cost to the CONTRACTOR. If such action becomes necessary on the part of and in the opinion of the DISTRICT, the OWNER will not be responsible for the inadvertent removal of material, which the CONTRACTOR would not have disposed of had he effected the required cleanup.

Where material or debris have washed or flowed into or been placed in water courses, ditches, gutters, drains, catch basins or elsewhere as a result of the CONTRACTOR'S operations, such material or debris shall be entirely removed and satisfactorily disposed of during progress of the work and the ditches, channels, drains, etc., kept in a clean and neat condition.

On or before the completion of the work, the CONTRACTOR shall, unless otherwise especially directed or permitted in writing, tear down and remove or burn all temporary buildings and structures built by him; shall remove all temporary works, tools and machinery or other construction equipment furnished by him; shall remove, acceptably disinfect and cover all organic matter and material containing organic matter in, under and around privies, hoses, and other buildings used by him; shall remove all rubbish from any grounds he has occupied; and shall leave the roads and all parts of the premises and adjacent property affected by his operations, in a neat and satisfactory condition.

GS-7 REFERENCE POINTS AND CONSTRUCTION STAKING

Stakeout that the CONTRACTOR deems necessary to complete the construction of the project shall be furnished and paid for by the DISTRICT. The stakeout work shall not be included in the contract unit price for the various items of work to which it is incidental.

GS-8 CONTROL OF MATERIALS

The Control of Materials shall conform to F.D.O.T. Specifications, Section 6.

GS-9 ADDITIONAL LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

Additional legal requirements and responsibility to the public shall conform to F.D.O.T. Specifications, Section 7, with the following exceptions unless otherwise set forth in the Technical Specifications.

Delete 7-13, 7-14, 7-16, 7-17, 7-22, and 7-23.

GS-10 SAFETY AND HEALTH REGULATIONS

The CONTRACTOR shall comply with the Department of Labor Safety & Health Regulations for construction promulgated under the Occupational Safety & Health Act of 1970 (PL91-596) and under Section 107 of the Contract Work Hours & Safety Standards Act (PL91-54).

All equipment furnished and installed under this Contract shall comply to Part 1910, Occupational Safety & Health Standards & Amendments thereto.

All trench safety measures for the protection of the CONTRACTORS employees and the public are the sole responsibility of the CONTRACTOR.

GS-11 INSPECTION

The authorized representatives and agents of the DISTRICT, PROJECT MANAGER, interested utility companies, Environmental Protection Agency and Controlling State and Local Pollution Control Agencies shall be permitted to inspect all work, material, payrolls, records or personnel, invoices of materials and other relevant data records.

GS-12 ENVIRONMENTAL PROTECTION

12.1 General

- A. CONTRACTOR shall comply with all federal, state and local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds and reservoirs with fuels, oils, bitumens, chemicals or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter. In the event of conflict between such laws and regulations and the requirements of the specifications, the more restrictive requirements shall apply. Environmental protection requirements specified in other sections shall be considered as supplementing the requirements of this section.
- B. If temporary pollution control measures are ordered by the PROJECT MANAGER and fall within the specifications for a work item that has a unit contract price, the work shall be accomplished under the respective item of work subject to the limitations as defined in the contracts general provisions. If the additional work is such that no quantities or prices were given in the Contract, the work shall be covered by a change order submitted by the CONTRACTOR and approved by the DISTRICT. Should the parties be unable to agree on unit prices or if this method is impractical, the PROJECT MANAGER may instruct the CONTRACTOR to proceed with the work by day labor or force account as defined in Article 11.4 of the General Conditions.
- C. Failure of the CONTRACTOR to fulfill any of the requirements of this section may result in the DISTRICT ordering the stopping of construction operations in accordance with Article 13 of the GENERAL CONDITIONS.
- D. In the event that temporary erosion and pollution control measures are required due to the CONTRACTOR'S negligence, carelessness or failure to install permanent controls in a timely manner, then such work to be performed by the CONTRACTOR shall be at his own expense.
- E. Failure on the part of the CONTRACTOR to perform the necessary measures to control erosion, siltation and pollution will result in the OWNER notifying the CONTRACTOR to take such measures. In the event that the CONTRACTOR fails to perform such measures within 4 hours after receipt of such notice, the OWNER may stop the work as provided above or may proceed to have such measures performed by others. The cost of such work performed by others plus related PROJECT MANAGER fees will be deducted from monies due the CONTRACTOR on his Contract.

- F. All erosion and pollution control features installed by the CONTRACTOR shall be acceptably maintained by the CONTRACTOR during the time that construction work is being done.
- G. Repair or replace damaged or inoperative erosion and pollution control devices as directed by the PROJECT MANAGER or the DISTRICT'S Representative.

12.2 Permanent and Temporary Water Pollution Control (Soil Erosion)

- A. Construction procedures shall include temporary pollution control measures to ensure that soil erosion, which might cause water pollution is kept to a minimum. Such measures may consist of construction of berms, dikes, dams, drains and sediment basins or use of fiber mats, woven plastic filler cloths, gravel, mulches, quick growing grasses, sod, bituminous spray and other erosion control devices or methods.
- D. The CONTRACTOR shall remove and dispose of silt accumulations as directed by the PROJECT MANAGER or the OWNER'S Representative.

GS-13 UTILITIES CONSTRUCTION

As indicated in the Technical Specifications, some utility systems may be constructed for the ultimate use, ownership and maintenance of a local utility franchise, company or municipality. In that case it is the CONTRACTORS responsibility to construct the utility system in accordance with the local utilities specifications, requirements, and inspections and testing procedures to the satisfaction of the utility. The applicable utility's standard specifications are included in the Technical Specifications.

The CONTRACTOR is also responsible for the final acceptance of the utility system by the local utility including satisfactory completion of the work, meeting final inspection requirements and preparing and providing all required lien releases, warranties, material certifications, shop drawings, record drawings and other required project documentation.

TECHNICAL SPECIFICATIONS
DIVISION A EARTHWORK, ROADWAY AND STORM DRAINAGE
CONSTRUCTION

SECTION 110 - CLEARING AND GRUBBING

Description:

Clear and grub within the areas of all Work shown in the Plans in accordance with F.D.O.T. Section 110.

This item includes the removal and disposal of all vegetation, trees, logs, stumps, rubbish and other organic or objectionable matter as shown in the Plans or as directed by the Engineer. As an exception to the above, where directed by the District or Engineer, desirable trees and/or vegetation shall be protected and left standing.

Disposal shall include the removal from the project site of all material to an area provided by the Contractor. No material or debris will be burned on site without the permission of local, city, county and state agencies.

All horizontal and vertical survey control points shall be maintained during clearing and grubbing operations. Any of the above points disturbed or destroyed shall be replaced at the Contractor's expense at the approval of the Engineer.

Any Selective Clearing as shown on the Plans and unit price schedule or directed by the Engineer shall include the removal (by hand, if necessary) of all exotic or undesirable vegetation and all vegetation and trees under 4" diameter, to be disposed of as above.

Areas to be cleared are to be staked out at the Contractor's expense. The Contractor is also responsible for barricading any areas or trees not to be cleared as required for any local tree clearing permits or authorization.

Basis of Payment:

This Work will be paid for at the Contract Unit Price per acre of acceptably completed areas of work as shown in the Plans as full compensation for all Work required for clearing, grubbing and disposal including mobilization, survey layout, obtaining any vegetation removal and/or burning permits, installation of barricades as required, labor, materials, equipment and off-site disposal of all cleared & grubbed material.

SECTION 120- EXCAVATION AND EMBANKMENT

Description:

Excavate and construct embankments as required for roadways, ditches, berms, lot building pads, parking lots or other site grading in conformance with F.D.O.T. Section 120. Suitable material shall be as defined in this Section.

This Work includes the excavation, placement, grading, compaction and removal of soil and any rock material in order to conform to the lines and grades as shown on the Plans. All areas to be filled or excavated shall be cleared and grubbed.

All excavation under this item will be unclassified and paid for by Plan volume regardless of material including all sand, rock, muck or other material to conform to the designed lines and grades. It is recommended that the Contractor verify the amount of rock on site prior to submitting his Bid and include his Bid Price for all Work necessary to complete the excavation and fill activities.

Any subsurface rock material shall not be used as structural fill under roadways or house building pads. The Contractor may crush the rock and use the material for structural fill or roadway base or sub-grade if the material can be graded to meet F.D.O.T. criteria. Rock or cemented materials smaller than 2' in diameter are allowed to be used for fill around the perimeter of the project or as otherwise directed by the ENGINEER. Boulders larger than 2' in diameter shall not be used as fill material and shall be separated and disposed of in designated rock burial areas.

Suitable embankment material will include those soils complying with American Association of State Highway and Transportation Officials (AASHTO) Soil Classification Groups A-1, A-2, A3, A-4, A-5, A-6, A-7-5, or A-7-6 providing such materials have a liquid limit not greater than 50, nor a plastic index not less than 7 nor greater than 20. Satisfactory soil materials shall be free of debris, waste, rock or gravel larger than 4 inches in any dimension.

Only excavation material approved by the Engineer may be used as embankment fill for road and/or building pad construction. Any granular sand material shall be placed in these areas first. The rocky material, silty sands and sandy silts shall be placed outside the road and building pad areas. These less desirable materials shall be placed in the rear yard and front yard areas, but outside of the road and building pad envelopes.

Density and Testing Requirements:

The Contractor shall compact all backfill in 12" loose lifts to the following densities as tested in accordance with AASHTO T-180 (modified proctor) and provide satisfactory test results as follows:

1. 95% of the maximum dry density for all fill areas not located within road rights-of-way.
2. 98% the maximum dry density for all fill areas within road rights-of-way.

Density tests shall be taken by an independent testing laboratory approved by the Engineer, by testing each lift of embankment a minimum of once every 300 linear feet per 2-lane width along roadways and once every 650 square yards for parking lots and every 200 linear feet along the center of all subdivision lots and building pad areas.

The Contractor shall be responsible for correcting any compacting or grading inconsistencies, wash-outs, erosion problems or lines and grades that do not conform to the Plans for the duration of the Contract and warranty.

Submittals:

Prior to payment of filled areas Contractor shall provide Engineer with original signed and sealed density test results demonstrating compliance with the compaction requirements.

Basis of Payment:

The Work will be paid by lump sum based on the Plan quantity of excavation and embankment. The price for excavation shall include all excavation and handling of all materials including placement, grading, compaction, and testing necessary to meet the grades & notes shown on the Plans. No additional payment will be made for handling or the on-site disposing of rock, phosphate, radon material or other undesirable material. The Contractor shall pay the cost of all required testing.

SECTION 160 - STABILIZING**Description:**

Construct all stabilized subgrades in accordance with F.D.O.T. Sections 160-1 through 160-10 except as amended herein. This Work includes the mixing and stabilizing of the designated portions and depth of the roadbed, shoulders, parking sub-grade and/or bike path sub-grade where applicable to provide a firm and unyielding sub-grade having a minimum Limerock Bearing Ratio (LBR) value of 40 or as specified in the Plans. The sub-grade material to be stabilized will be the previously placed embankment material in filled areas. Stabilizing material will be added if bearing value is not obtainable.

The allowable under-tolerance for L.B.R. value per F.D.O.T. Sections 160-7.2 will not apply to this Work and the minimum L.B.R. value shall be 40.

Density and Testing Requirements

As soon as proper moisture conditions are attained, the material shall be thoroughly compacted to 98% of the maximum dry density as determined by AASHTO T-180.

The Contractor shall supply proof of density and bearing value from an independent testing laboratory approved by the Engineer. Bearing value tests shall be taken once per source of material. Density tests shall be made at intervals of no more than 300 feet per 2-lane width along roadways and at a minimum of once for every 650+/- square yards or fraction thereof for other paved areas.

Basis of Payment:

This Work will be paid for by Plan quantity at the Contract Unit Price per square yard of acceptably completed areas as full compensation for all Work required to construct the subgrade, including prime coat and cover and correcting all defective surface and deficient thickness and any preliminary and final grading. The Contractor shall pay the cost of all required testing.

SECTION 200 – BASE (Limerock or Shell)**Description:**

Construct all limerock or shell base courses in accordance with F.D.O.T. Section 200 for Limerock Base and Section 250 for Shell Base. This Work includes the furnishing, spreading, grading, moisture control, compaction, finishing and testing of the required depth of limerock or shell base meeting or exceeding a Limerock Bearing Ratio (LBR) value of 100.

Density and Testing Requirements

As soon as proper moisture conditions are attained, the material shall be compacted so that the minimum density at any location will be 98 percent of the maximum dry density as determined by AASHTO T-180.

The Contractor shall supply proof of density and bearing ratio value from an independent testing laboratory approved by the Engineer. Bearing ratio value tests shall be taken once per source of material. Density tests shall be made at intervals of no more than 300 feet per 2-lane width along roadways and at a minimum of once for every 650+/- square yards (or fraction thereof) for other paved surfaces.

Basis of Payment:

This Work will be paid for by Plan quantity at the Contract Unit Price per square yard of acceptably completed areas as full compensation for all Work specified in this Section, including the furnishing of material, spreading, compaction, grading, priming, all testing and correcting of defective surfaces and deficient thicknesses.

SECTION 331 - ASPHALTIC CONCRETE

Description:

Construct all asphaltic concrete paved surfaces in accordance with F.D.O.T. Sections 300 and 331. This item includes the furnishing, placing and compaction of the required type and thickness of the asphalt base or wearing surface as specified by the F.D.O.T. standards above, completed true to lines, grades, notes and typical cross-sections shown in the Plans.

The Contractor is responsible for obtaining the minimum compacted thickness as shown in the Plans. Any deficiencies observed by the Engineer may require testing and core borings over any of the suspected deficient areas at the Contractor's expense. Any pavement of deficient thickness shall be corrected or left in place in accordance with F.D.O.T. Section 330-14 as determined by the Engineer.

Basis of Payment:

This Work will be paid for by the Plan quantity at the Contract Unit Price per square yard of acceptably completed areas of pavement as full compensation for all Work included in this Section including any testing and correction of any deficient areas.

SECTION 425 - INLETS, CONTROL STRUCTURES & JUNCTION BOXES

Description:

Construct all storm drainage inlets, control structures, and junction boxes from reinforced concrete in accordance with F.D.O.T. Section 425.

All structures shall be installed to meet the invert and grate location and elevations shown in the Plans. Joints shall be completely filled, smooth and free from surplus mortar on the inside of an inlet. Brick and riser rings shall be plastered with one-half ($\frac{1}{2}$ ") inch of mortar over the entire outside face of the walls. Bricks when used shall be laid radially.

The Contractor shall install mortar invert channels and benches smooth and semicircular in shape conforming to the inside of the adjacent storm drain section. Changes in direction shall be made with a smooth curve of a radius as the size of the inlet will permit. Changes in size and grade of the channels shall be formed directly in concrete. The floor of an inlet outside the channels shall be smooth and shall slope, toward the channel, not less than one (1) inch per foot nor more than two (2) inches per foot. The base section of all structures shall be placed upon a firm foundation with the openings for the storm drain properly aligned and the walls plumb. The structures shall be of the size and kind shown in the Plans and shall be placed at the elevations and grades shown in the Plans. The pipe shall be cut flush with the inside of the wall and the joints shall be filled with grout so as to prevent leakage.

Grates, frames and covers shall be set so that the top of the grate or cover will be flush with the pavement or gutter. Frames shall be set in a full mortar bed. Where covers are in a roadway, they shall be traffic bearing. Excavation and backfilling shall conform to F.D.O.T. Section 125.

Basis of Payment:

This Work will be paid for at the Contract Unit Price per each structure completed and accepted as full compensation for all excavation, dewatering, bedding stone, materials, backfill, compaction, mortar invert benches & concrete finishing.

SECTION 430- PIPE CULVERTS, MITERED & FLARED END SECTIONS:

Description:

Construct reinforced concrete pipe culverts, mitered end sections and flared end sections in accordance with F.D.O.T. Sections 430, 941, 943 and 945. Trench excavation and backfilling shall be in conformance with F.D.O.T. Section 125. (Pipe culverts may be of H.D.P.E. or other materials when called for in the Plans)

Materials:

All storm drainage pipe, culverts, and/or RCP shall be reinforced concrete culvert pipe conforming to ASTM C-76 for Class III Reinforced Concrete Pipe, Wall "B."

All joints for round concrete pipe the joints shall be sealed by the use of round rubber gaskets conforming to the requirements of F.D.O.T. Standard Specification 941-1.5. For elliptical concrete pipe the joints shall be sealed by the use of preformed plastic gaskets conforming to the requirements of F.D.O.T. Standard Specifications 942.

Density and Testing Requirements:

The Contractor shall compact all backfill in 12" loose lifts to the following densities as tested in accordance with AASHTO T-180 (modified proctor) and provide satisfactory test results as follows:

3. 95% of the maximum dry density for trenches not underneath paved areas.
4. 98% the maximum dry density for areas underneath paved areas.

Trench backfill shall be tested at 1 foot above the top of pipe and at 1 foot below finished grade when utilizing identical compaction methods on all 12" lifts. The Contractor shall test all lifts if identical compaction methods are not utilized or should the Contractor not consistently meet compaction requirements. The Contractor shall provide satisfactory test results on the trench backfill at frequencies not less than every 300 feet (or fraction thereof) or once per pipe run between structures when less than 300 feet.

Basis of Payment:

This Work will be paid for by the Plan quantity at the Contract Unit Price per linear foot of completed pipe and for each completed mitered end section and/or flared end section as full compensation for all excavation, erosion control, materials, bedding stone, installation, backfill, compaction, testing, restoration of disturbed grades or finished lake banks, replacement of disturbed sod and any required finish grading.

SECTION 520 - CONCRETE CURB, GUTTER & TRAFFIC SEPARATOR:

Description:

Construct Portland cement concrete curbs, gutters & traffic separators in conformance to F.D.O.T. Section 520 to the lines, grades, dimensions, cross-sections and notes shown in the Plans.

All forms and form Work shall be straight, free from warp or bends and of sufficient strength in place to resist the pressure of the concrete without deviation from line and grade. The Contractor will be required to use flexible forms for all items constructed on a radius unless otherwise permitted by the Engineer.

Placing of the curb and/or gutter by machine or slip form methods may be allowed provided that an acceptable finished product true to line, grade and cross section is consistently produced.

Expansion joints with a 1/2" width shall be constructed at all inlets, at all radius points and other locations indicated in the Plans. They shall be located at intervals of 500 feet from other expansion joints or ends of a run. The concrete shall be continuously cured for a period of at least 72 hours after finish has been completed and as soon as the concrete has hardened sufficiently to permit application of the curing material without marring the finish. Curing shall be any method provided in F.D.O.T. Section 520-8.

Basis of Payment:

This Work will be paid for by Plan quantity at the Contract Unit Price per linear foot of acceptably completed curb, gutter and traffic separator as full compensation for all subgrade preparation, joint material, any reinforcing, any testing, corrections or replacement of any deficient lengths, form stripping, backfilling and finish grading.

SECTION 522 – CONCRETE SIDEWALK

Description:

All concrete sidewalks shall conform to F.D.O.T. Section 522 with materials meeting the requirements specified in F.D.O.T. Section 520-2. This Work consists of the construction of concrete sidewalk to the widths, thicknesses, lines and grades as shown in the Plans.

Basis of Payment:

This Work will be paid for by Plan quantity at the Contract Unit Price per square yard of acceptably completed sidewalk as full compensation for all subgrade preparation, expansion joint material, any reinforcing, curing compound, all testing, corrections or replacement of any deficient sections, form stripping, backfilling and finish grading.

SECTION 570 - GRASSING BY SEEDING & MULCHING

Description:

Establish a stand of grass on slopes, shoulders, swales and other areas by seeding and mulching. Maintain the grassed areas until the completion of the project. Construction Methods shall be in accordance with F.D.O.T. Section 570-3 and maintenance shall be in accordance with F.D.O.T. Section 570-4.

Seeding Materials:

During the period between February 14 and October 15 (spring and summer), the seed mixture shall be 175 pounds of Argentina Bahia per acre and 45 pounds of Hulled Bermuda per acre. During the period between October 15 and February 15 (fall and winter), the seed mixture shall be 175 pounds of Argentina Bahia per acre, 45 pounds of Hulled Bermuda per acre and 45 pounds of Winter Rye per acre.

All grass seed shall have a minimum of 85% pure live seed and a maximum of 6% weed seed. In addition to the grass seed, fertilizer at the rate of 800 pounds per acre shall be applied. Prior to seeding, the soil must be moist and loose. The water necessary to meet these requirements shall be applied at the Contractor's expense. Grassing and mulching will be done monthly on all sections more than 50% complete.

Bahia sod may be placed and established in conformance with F.D.O.T. Section 575 in lieu of establishing the above grassing requirements or where required in the Plans.

Mulch Material:

The mulch material used shall normally be dry mulch. Dry mulch shall be straw or Hay, consisting of oat, rye or wheat straw or of Pangola, Peanut, Coastal Bermuda or Bahia Grass Hay; and shall be free from noxious or undesirable plants or grasses.

Hydro-seeding:

Hydro-seeding of seed and mulch areas is acceptable when the rate of seed material as specified above are utilized and Contractor obtained prior approval in writing by the DISTRICT.

Basis of Payment:

This Work will be paid for by plan quantity at the Contract Unit Price per square yard of established healthy grass as full compensation for raking/preparation of finish grade, installation, watering, fertilizing and maintenance of grass, repair/replacement of any dead grass, and repair of eroded areas.

SECTION 575 - GRASSING BY SOD

Description:

Establish a stand of grass on slopes, shoulders, swales and other areas by seeding and mulching. Maintain the grassed areas until the completion of the project. Construction Methods shall be in accordance with F.D.O.T. Section 575-3 and maintenance shall be in accordance with F.D.O.T. Section 575-4.

Material:

Unless a particular type of sod is called for, sod may be either Centipede or Bahia grass at CONTRACTOR'S option. It shall be well matted with roots. The sod shall be sufficiently thick to secure to a dense stand of live grass. The sod shall be live, fresh and uninjured, at time of planting.

Basis of Payment:

This Work will be paid for by Plan quantity at the Contract Unit Price per square yard of established healthy grass as full compensation for raking/preparation of finish grade, installation, watering and maintenance of sod, repair/replacement of any dead sod, repair of eroded areas and repair of any asphalt damage caused by sod installation operations.

SECTION 700 – TRAFFIC SIGNING

Description:

All traffic signs, conservation easement signs and parking lot signs shown in the and parking lot shall conform to F.D.O.T. Section 700 for galvanized steel or aluminum roadway signs at locations shown in the Plans. Reflectorize all signs and provide additional street name signs when called for in the Plans or bid documents.

Basis of Payment:

This Work will be paid for at the Contract Unit Price for acceptably completed designated class of roadside signs as full compensation for all roadway sign fabrication and installation.

SECTION 710 – TRAFFIC STRIPES

Description:

All traffic striping and pavement markers shown in the Plans shall be painted by reflectorized paint with glass spheres in conformance with F.D.O.T Section 710. Parking lot striping will not require glass spheres. (Striping and markings shall be of thermoplastic or other materials when called for in the Plans).

Basis of Payment:

This Work will be paid for by plan quantity at the Contract Unit Price for acceptably completed designated class of pavement striping or pavement markers.

EXHIBIT 8.

Daily Commercial

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR
LANDSCAPE AND IRRIGATION
FOR SAWGRASS BAY BLVD EXTENSION
LAKE COUNTY, FLORIDA
AND
NOTICE OF PUBLIC MEETING TO OPEN RFP PROPOSALS

Notice is hereby given that AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT will receive proposals for the following project:

CONSTRUCTION SERVICES FOR LANDSCAPE AND IRRIGATION FOR SAWGRASS BAY
BLVD EXTENSION

The contract will require contractors to provide construction services for landscape and irritation, as more particularly described in the Project Manual and in accordance with the plans and specifications.

Official RFP Project Manual will be available beginning May 9, 2017 at 1:00 PM EDT at the Bonnett Design Group, LLC, Todd Bonnett, via email only Todd@BonnettDesignGroup.com.

A MANDATORY PRE-BID CONFERENCE will be held on May 12, 2017 at 2:00 PM EDT at offices of Bonnett Design Group, LLC, 400 South Orlando Ave., Suite 201, Maitland, Florida, 32751.

QUALIFICATION OF BIDDERS: Rankings will be made based on the Evaluation Criteria contained within the Project Manual; however, please note that proposals received from firms failing to meet the following minimum qualifications/ requirements will not be considered or evaluated: (1) Proposer will have constructed three (3) improvements similar in quality and scope with a minimum of \$2,000,000 in total volume construction cost within the last three (3) years; (2) Proposer will have minimum bonding capacity of \$2,000,000 from a Surety Company acceptable to the District; (3) Proposer is authorized to do business in Florida; and (4) Proposer is registered with Lake County and is a licensed contractor in the State of Florida.

Any and all questions relative to this request for proposals shall be only directed in writing to Todd Bonnett of Bonnett Design Group, LLC at Todd@BonnettDesignGroup.com. Questions must be submitted on or before 5:00 pm, June 2, 2017.

A special meeting of the Avalon Groves Community Development District will be held on June 9, 2017 at (2:00 p.m.) at the offices of DPGF, 1060 Maitland Center Commons, Suite 340, Maitland, Florida, 32751. No official action of the District's Board will be taken at this meeting, it is held for the limited purpose of opening the bids. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the agenda for this meeting may be obtained from the District Manager, Patricia Comings-Thibault, at Development Planning & Financing Group, Inc., 1060 Maitland Center, Suite 340, Maitland, Florida 32751. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (321) 263-0132 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.