

*Canopy Community
Development District*

Agenda Package

February 18, 2020

Canopy

Community Development District

219 E. Livingston, Sreet, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

February 11, 2020

Board of Supervisors Canopy Community Development District

Dear Board Members:

A special meeting of the Board of Supervisors of **Canopy Community Development District** will be held **Tuesday, February 18, 2020 at 11:00 AM at the Dorothy B. Oven Park, 3205 Thomasville Road, Tallahassee, Florida**. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period (Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Consideration of Resolution 2020-03 Approving Request for Proposal Documents for the District's Welaunee Blvd., Segmentt 3 and Segment 2 Turnlanes Construction Project
4. Consideration of Engineering of Work Authorization (s)
5. Consideration of Work Product Release (s)
6. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
7. Other Business
8. Supervisors Requests
9. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items. Speakers must fill out a Request to Speak form and submit it to the District Manager prior to the beginning of the meeting.

The third order of business is Consideration of Resolution 2020-03 Approving Request for Proposal Documents for the District's Welaunee Blvd., Segment 3 and Segment 2 Turnlanes Construction Project. A copy of the resolution and exhibits are enclosed for your review and approval.

The fourth order of business is Consideration of Engineering of Work Authorization(s). A work authorization is enclosed for your review and approval.

The fifth order of business is Consideration of Work Product Release(s). Enclosed for your review and approval are two work product releases.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please do not hesitate to contact me.

Sincerely,

Darrin Mossing
District Manager

CC: Jennifer Kilinski, District Counsel
Travis Justice, District Engineer
Darrin Mossing Jr., GMS

Enclosures

Canopy
Community Development District
Meeting Agenda

Tuesday
February 18, 2020
11:00 AM

Dorothy B Oven Park
3205 Thomasville Road
Tallahassee, FL 32308

Special Meeting Agenda

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SECTION III

RESOLUTION 2020-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CANOPY COMMUNITY DEVELOPMENT DISTRICT APPROVING REQUEST FOR PROPOSAL DOCUMENTS FOR THE DISTRICT'S WELAUNEE BLVD, SEGMENT 3 AND SEGMENT 2 TURNLANES CONSTRUCTION PROJECT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Canopy Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* (the "Act"); and

WHEREAS, the Act authorizes the District to maintain systems and facilities for certain basic public infrastructure, including roadways and other public improvements; and

WHEREAS, it is in the District's best interests to competitively solicit proposals through a Request for Proposals ("RFP") process for its Welaunee Blvd, Segment 3 and Segment 2 Turnlanes Construction project (the "Project"); and

WHEREAS, the Board desires to approve in substantial form the RFP notice, instructions to proposers and Evaluation Criteria for the Project attached hereto as **Exhibit A**; and

WHEREAS, the Board desires to authorize the Chairman or Vice Chairman, in consultation with District staff, to effectuate any revisions to the documents attached as **Exhibit A**, and the preparation of the additional documents necessary to prepare a final RFP project manual for the Project, and other documents that are in the best interests of the District; and

WHEREAS, the Board further desires to authorize the Chairman or Vice Chairman, in consultation with District staff, to approve the scope of the Project that will be subject to the RFP, the timing of the RFP notice, and all procedural matters related to the RFP.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CANOPY COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. All of the representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. The Board hereby approves in substantial form the documents attached hereto as **Exhibit A**, and subject to further review and revision by District staff as finally approved by the Chairman or Vice Chairman.

SECTION 3. The Board hereby authorizes the Chairman, in consultation with District staff, to 1) effectuate any revisions to the documents attached as **Exhibit A**, and the preparation of the additional documents necessary to prepare the RFP; and 2) approve the scope of the Project that will be subject to the RFP, the timing of the RFP notice, and all procedural matters related to the RFP. Consistent with such approvals, the Chairman, District Manager, District Counsel, Secretary, and Assistant Secretaries are hereby authorized, upon the adoption of this Resolution, to do all acts and things required of them to effect the procurement contemplated by the RFP, and all acts and things that may be desirable or consistent with the RFP's requirements or intent. The Chairman and Secretary are hereby further authorized to execute any and all documents necessary to affect the RFP. The Vice Chairman shall be authorized to undertake any action herein authorized to be taken by the Chairman, in the absence or unavailability of the Chairman, and any Assistant Secretary shall be authorized to undertake any action herein authorized to be taken by the Secretary, in the absence or unavailability of the Secretary.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 18th day of February, 2020.

ATTEST:

**CANOPY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman/Vice Chairman

Exhibit A: RFP Notice, Instructions and Evaluation Criteria

Exhibit A

RFP Notice, Instructions and Evaluation Criteria

***CANOPY
COMMUNITY
DEVELOPMENT DISTRICT***

PROJECT MANUAL

FOR

**WELAUNEE BLVD, SEGMENT 3 AND
SEGMENT 2 TURNLANES CONSTRUCTION
PROJECT**

_____, 2020

**CANOPY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR
WELAUNEE BLVD. CONSTRUCTION PROJECT
TALLAHASSEE, FLORIDA**

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**CANOPY COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
CONSTRUCTION SERVICES FOR WELAUNEE BLVD. CONSTRUCTION PROJECT
TALLAHASSEE, FLORIDA**

Notice is hereby given that the Canopy Community Development District (“District”) will receive proposals for the following District project:

Welaunee Blvd, Segment 3 and Segment 2 Turn lanes Construction Project

Notice is hereby given that Canopy Community Development District (the “District”) will receive proposals for its Welaunee Boulevard project (“Project”). The Project will include, but is not limited to, contractor provision of the construction, labor, materials and equipment necessary for the construction of the Project which includes all construction related to Welaunee Blvd Segment 2 turn lanes for entrance into Holy Comforter and the portions Segment 3 shown in the plans and specifications, including but not limited to clearing, grubbing, earthwork, stabilization, base, asphalt, striping, signage, sidewalks/paths, grassing and testing required to install the roadway infrastructure, as more particularly described in the Project manual (“Project Manual”) and all in accordance with the plans and specifications.

The roadway shall include at a minimum, all components of the approved roadway typical sections as well as all utility construction per the current edition of the City of Tallahassee's Technical Standards for Water and Sewer Construction. Utilities shall include, but not be limited to, potable water mains with all ancillary appurtenances, sanitary sewer mains with all ancillary appurtenances, storm sewer pipes with all associated inlets and structures to form a closed drainage system, natural gas mains with all associated appurtenances, underground electrical duct bank with associated switching cabinets, pull boxes and ancillary structures, communication conduits, reclaim water mains and irrigation mains, laterals, sprinkler systems and irrigation control systems within the medians and along the landscaped areas on both shoulders of the proposed roadway. The roadway shall also contain at a minimum, enhanced street lighting along both sides of the roadway (to match existing), and all appropriate traffic control devices. Landscaping along the roadway perimeters and within the median shall be coordinated with, and approved by, the City of Tallahassee Beautification and Solid Waste Department. All areas outside of the roadway, paths and sidewalks shall be sodded with Centipede sod unless otherwise specified by the City of Tallahassee Beautification and Solid Waste Department.

The Project Manual will be available beginning March 2, 2020 at 12:00 p.m. at the offices of Greenman-Pedersen, Inc., located at 1590 Village Square Blvd, Tallahassee, FL 32309, for the sum of \$100.00 per Project Manual. Purchase of the Project Manual is mandatory. Failure to purchase the Project Manual as specified herein will preclude the District’s consideration of a proposal submitted by the proposer. Each Project Manual will include, but not be limited to, the Request for Proposals, proposal and contract documents, and construction plans including specifications. Please make checks payable to Greenman-Pedersen, Inc.

There will be a **mandatory pre-proposal conference** at the Project site, located at _____, on _____, 2020 at ____:

_m. Failure to attend the mandatory pre-proposal conference may preclude the District's consideration of a proposal submitted by a non-attending proposer.

Proposals will be evaluated in accordance with the criteria included in the Project Manual. **The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, extend or contract the work, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so.** Any protest of the terms and specifications must be filed with the District within seventy-two (72) hours of pickup of the Project Manual, together with a protest bond in a form acceptable to the District and in the amount of \$10,000. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. Failure to timely file a protest will result in a waiver of proceedings under Chapter 190, *Florida Statutes*, and other law.

Firms desiring to provide construction services for the referenced Project must submit eight (8) hard copies and one (1) electronic copy of the required proposal no later than 12:00 p.m. on _____, 2020 at the offices of the District Engineer, Greenman-Pedersen, Inc., located at 1590 Village Square Blvd, Tallahassee, FL 32309, where the proposals will be publicly opened consistent with Florida law. No official action will be taken at the opening. The proposal opening is open to the public and will be conducted in accordance with the provisions of Florida law including but not limited to Chapter 190, Florida Statutes. A copy of the agenda for the Project opening may be obtained from the District Manager at c/o Governmental Management Services – Central Florida LLC, 135 W Central Blvd. Suite 320, Orlando, FL 32801, (407) 841-5524. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Manager at least forty-eight (48) hours before the meeting by contacting Governmental Management Services – Central Florida LLC, (407) 841-5524. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Manager. The proposal opening date is contingent on the issuance of a permit by the City of Tallahassee with sufficient time for proposers to have the opportunity to bid the final permitted construction plan set; accordingly, it is possible the date for bids will be later than provided in this notice and all bidders who attend the pre-proposal conference will be provided notice of any addendum or extensions of time.

Additionally, as further described in the Project Manual, each proposer shall supply a bid bond or cashier's check in the sum equal to five percent (5%) of the total amount of the bid with its proposal. Proposals shall be in the form provided in the Project Manual and submitted in a sealed envelope pursuant to the Instructions to Proposers. The District reserves the right to return unopened to the Proposer any Proposals received after the time and date stipulated above. Each proposal shall remain binding for a minimum of one hundred and twenty (120) days after the Proposal opening. The successful Proposer will be required upon award to furnish a payment and performance bond for one hundred percent (100%) of the value of the contract, with a Surety acceptable to the District, the City of Tallahassee and Blueprint Intergovernmental Agency, all in accordance with Section 255.05, *Florida Statutes*. The City of Tallahassee and the Blueprint Intergovernmental Agency are expected to be dual obligees under the payment and performance

bonds and shall be named as additional insured under the insurance provisions required by the contract documents, which insurance limits will not be less than five million dollars. All interested firms shall comply with Blueprint Procurement Policy, Section 101.07.1, governing utilization of the Minority, Women and Small Business Enterprise (MWSBE) Program.

All questions regarding the Project Manual or this project shall be directed in writing only to the District Engineer, _____, _____@gpinet.com, with a copy to Jennifer Kilinski, at jenk@hgslaw.com by 5:00 p.m. on _____, 2020. No phone inquiries please.

Canopy Community Development District
District Manager

Run Date: _____

**CANOPY COMMUNITY DEVELOPMENT DISTRICT
INSTRUCTIONS TO PROPOSERS**

**Welaunee Boulevard Project
Tallahassee, Florida**

Solicitation and Award Process:

DATE	EVENT
February 24, 2020	Notice of RFP Published & Posted
March 2, 2020	RFP Available for Distribution and Construction Plans Available for Purchase
_____, 2020	Mandatory Pre-Proposal Conference
_____-_____, 2020	Site Available for Inspection
_____, 2020, 5:00 p.m.	Deadline for Questions
_____, 2020, 3:00 p.m.	Proposals Due / Public Opening
_____, 2020	Board Meeting to Evaluate Proposals & Award Contract

SECTION 1. DUE DATE. Sealed proposals must be received no later than **12:00 p.m.**, _____, **2020** at the offices of the District Engineer, Greenman-Pedersen, Inc., located at 1590 Village Square Blvd, Tallahassee, FL 32309. Proposals will be publicly opened at that time.

SECTION 2. MANDATORY PRE-PROPOSAL CONFERENCE. A mandatory pre-proposal conference will be held on this Project at the Project site, located at _____, on _____, 2020 at __:___.m. The pre-proposal conference may include, but is not necessarily limited to, a discussion of contract requirements, inspections, evaluations and submittal requirements. Attendees will be required to provide contact information so that the District may provide any addenda or other communication throughout the bid process. The District reserves the right to preclude consideration of a Proposal from any Proposer that does not have an authorized representative present at said conference.

SECTION 3. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, or longer period if extended by the District in its sole discretion, the Proposer shall enter into and execute the contract in substantially the form included in the Project Manual, unless requested otherwise by the District. The Proposal shall be submitted with the understanding that the Proposer will not withdraw its Proposal for a period of one hundred and twenty (120) days after proposals are opened. Upon contract award, the successful Proposer will be required to furnish a payment and performance bond in compliance with Section 255.05, *Florida Statutes*, and executed in a form acceptable to the District, the City of Tallahassee (“City”) and Blueprint Intergovernmental Agency (“Blueprint”) and in the sum equal to one hundred percent of the total amount of the contract value concurrent with execution of the contract.

SECTION 4. SIGNATURE ON PROPOSAL. In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Acknowledgment of Receipt of Documents, Addendum Acknowledgement Form and Proposal Signature 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. In addition, the Proposal should bear the seal of the corporation. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his or her authority to do so.

SECTION 5. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. 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 6. QUALIFICATIONS OF THE PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District. All prequalified roadway contractors listed with the City of Tallahassee are invited to bid; however, prequalification is not required. All interested firms shall comply with Blueprint Procurement Policy, Section 101.07.1, governing utilization of the Minority, Women and Small Business Enterprise (MWSBE) Program.

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

SECTION 8. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing only to the District Engineer, _____, _____@gpinet.com, with a copy to Jennifer Kilinski, at jenk@hgslaw.com. All questions must be received no later than 5:00 p.m. on _____, 2020 to be considered. Interpretations or clarifications considered necessary by the District representative in response to such questions will be issued by Addenda e-mailed, faxed or otherwise delivered to all parties recorded as having received the Project Manual. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers. No inquiries will be accepted from subcontractors – the Proposer shall be responsible for all queries.

SECTION 9. SUBMISSION OF PROPOSALS. Submit eight (8) hard copies and one (1) electronic copy of a completed Project Manual, including any Addenda thereto, at the time and place indicated herein, which shall be enclosed in an opaque, sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation, “RESPONSE TO REQUEST FOR PROPOSALS – CANOPY CDD – WELAUNEE BOULEVARD PROJECT” on the face of it.

SECTION 10. PROPOSAL MODIFICATION; INQUIRIES BY THE DISTRICT. Proposals may be modified by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time Proposals are due provided that they are then fully in conformance with these Instructions to Proposers. Prior to the time and date designated for

receipt of Proposals, Proposals submitted early may be modified or withdrawn only by an appropriate document duly executed (in the manner that a Proposal must be executed) and hand-delivered by notice to the party receiving Proposals at the place and prior to the time designated for receipt of Proposals. A Proposal may not be modified, withdrawn or canceled by the Proposer for one hundred twenty (120) calendar days following the time and date such Proposals are opened, and Proposer so agrees in submitting his Proposal. The District reserves the right to ask clarification questions and seek additional information from any of the Proposers at any time.

SECTION 11. PROJECT MANUAL. The Project Manual will be available on March 2, 2020 at 12:00 p.m. at the offices of the Greenman-Pedersen, Inc., located at 1590 Village Square Blvd, Tallahassee, FL 32309. No deposits or refunds will be given for drawing sets nor for any expenses, including but not limited to labor or otherwise, in submitting a bid.

SECTION 12. PROPOSAL FORM. The Proposal Form is included with the Proposal Documents. All blanks on the Proposal Form shall be filled in by typewriter or manually printed in black ink. In making its Proposal, each Proposer represents that it has read and understands the Proposal Documents and that the Proposal is made in accordance therewith. Where so indicated by the makeup of the Proposal Form, sums shall be expressed in both words and figures. Any interlineations, alteration or erasure must be initialed by the signer of the Proposal; failure to do so may cause the Proposer's proposal to be considered non-responsive. Proposer shall make no stipulation on the Proposal Form nor qualify his Proposal in any manner; to do so may classify the Proposal as being non-responsive. The Proposal Form shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Proposal Form). Each copy of the Proposal Form shall include the company name, address, telephone number, facsimile number, and legal name of Proposer and a statement whether Proposer is sole proprietor, a partnership, a corporation or any other legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Proposer to a contract. A Proposal by a corporation shall further give the state of incorporation. A Proposal submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Proposer.

SECTION 13. PROPOSAL GUARANTY. The Proposal shall be accompanied by Proposal Security in the form of a Proposal Bond executed by the Proposer and a surety duly qualified to do business in the State of Florida, and countersigned by a Florida resident agent, or either a certified or cashier's check drawn on any national bank in an amount equal to five percent (5%) of the Proposal amount made payable to the Canopy Community Development District. Said Proposal Security guarantees the Proposer will not withdraw from the competition after opening the Proposals and, in the event the Contract is awarded to the Proposer, it will execute the Contract and furnish the required payment and performance bonds (or other acceptable form of security) within ten (10) calendar days after notification. The Proposal Security shall be submitted with the understanding that the Proposer will not withdraw its Proposal for a period of one hundred twenty (120) days after the Proposals are opened. If it withdraws or fails to provide the payment and performance bonds or other acceptable bond form, the Proposal Security and all proceeds therefrom shall become the property of the District. After Proposals have been satisfactorily evaluated by the District, the Proposal Securities accompanying Proposals, which in the District's judgment would not likely be considered for the award, may be returned. All other Proposal Securities will be held until the award has been made and executed, after which the Proposal Securities will be returned to the respective Proposers who tendered same.

SECTION 14. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all Proposals, make modifications to the work, and waive any informalities or irregularities in Proposals as it is deemed in the best interests of the District.

SECTION 15. INSURANCE. All Proposers shall include as part of their Proposal a current Certificate of Insurance detailing the company's insurance coverage, or some other evidence of insurance or insurability. In the event the Proposer is notified of award, it shall provide proof of insurance identifying the District, its supervisors, officers, professional staff, employees, and agents, as well as the City of Tallahassee and Blueprint Intergovernmental Agency as additional insureds, with coverage limits of not less than five million (\$5,000,000) of coverage, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

SECTION 16. FINANCIALS. The Proposer should as part of its Proposal submit proof of financial capability. In the event the Proposer is notified of award, it shall provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years, as required in the sole discretion of the District.

SECTION 17. SPECIAL PROJECT/SITE CONDITIONS. By submitting its Proposal, the Proposer acknowledges that they have visited the project site and have become familiar with the existing site conditions. Proposer agrees to take responsibility for any and all issues 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 unsuitable soils.

SECTION 18. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, supervisors, professional staff, employees and agents 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 that form part of the Project Manual as provided herein.

SECTION 19. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

SECTION 20. MISCELLANEOUS PROPOSAL REQUIREMENTS. All Proposals shall include the following information in addition to any other requirements of the Project Manual:

- A. Completed Proposal Documents section.
- B. Detailed project construction schedule with milestone dates which shall be used in the Proposal evaluation and become part of the Contract Documents. A zero-float schedule shall not be acceptable.
- C. Proposer shall submit a Schedule of Values for the proposed Work for review and approval by the District through the District Engineer. Such Schedule of Values shall contain integral component parts of the Work in sufficient detail to serve as the basis for future progress payments and shall be utilized as the basis for additions and deletions to the Work during construction. Such prices may include an appropriate

amount of overhead and profit applicable to each main section. If the Proposer does not provide an acceptable Schedule of Values to meet the requirements established herein, the District reserves the right to disqualify the Proposal.

- D. List position or title and corporate responsibilities of key management or supervisory personnel. Proposer should include resumes for each person listed.
- E. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature. Proposer should include resumes with applicable certifications.
- F. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person. Highlight previous or currently contracted work with other community development districts and units of government.
- G. A copy of its insurance certificate indicating the types of coverage and limits for general, property, automobile liability insurance, and worker's compensation insurance, in compliance with the requirements of the Project Manual, including its ability to provide a minimum of five million dollars in coverage and naming the District, the City of Tallahassee and Blueprint Intergovernmental Agency as additional insureds.
- H. Completed copies of all other forms included within the Project Manual.
- I. Demonstrated a complete and thorough response to Blueprint Intergovernmental Agency's Procurement Policy, Section 101.07.1, governing utilization of the Minority, Women and Small Business Enterprise (MWSBE) Program (information included herein).

SECTION 21. 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.
- 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's and/or the District's designees' attention in writing before proceeding with the work affected thereby.
- C. The Contractor is required to perform all testing and retesting, if necessary, and as required by the State of Florida, including Florida Department of Transportation, Leon County, the City of Tallahassee, Blueprint Intergovernmental Agency, and all

other regulatory agencies prior to project acceptance. The entire site is available to any Proposer for surface or subsurface investigation.

- D. The Contractor 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 and its 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 the developer.
- F. The Contractor shall be responsible for coordinating the work necessary to complete and obtain all final approvals and acceptances.
- G. 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.
- H. The Contractor shall complete the work herein defined and detailed in a professional and workmanlike manner typical of his 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.
- I. 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.
- J. 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.
- K. All existing trees, sod, irrigation and other landscaping to remain must be protected and replaced in the event of damage.
- L. All landscape areas shall incorporate clean topsoil.
- M. The Contractor's attention is called to the fact 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. The Contractor shall be solely responsible for

computing quantities for the preparation of the Project Manual and the execution of the work.

- N. The Contractor shall 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. The Contractor will be required to submit a revised progress schedule monthly with each pay request; the schedule shall show original timeline and progress to date.
- O. The Proposer shall specify subcontractors to be used for major work items.
- P. The Contractor shall obtain and comply with the DEP NPDES General Permit and maintain weekly records of site conditions and construction activities. The Contractor 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 Contractor shall implement additional measures, as required, to ensure compliance with the NPDES requirements. Contractor shall file the required DEP NOI prior to the commencement of construction activities. The contractor will also be required to terminate NOI, per DEP procedures, upon successful completion of construction activities.
- Q. Contractor 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. Contractor shall monitor and keep the construction area in compliance with all NPDES, DEP, NFWFMD, ACOE, and County latest rules and regulations. Any fines levied shall be paid by Contractor.
- R. Enclosed is a report of geotechnical exploration prepared by [REDACTED]. All construction shall be completed in accordance with this report. The entire site is available to any proposer for surface or subsurface investigation at a mutually agreeable time. Owner assumes no responsibility for accuracy of soil report.
- S. Receipt of all final approvals and operating permits from all applicable regulatory authorities is a requirement for final payment.
- T. Electric conduit will be provided by others.
- U. All signage shall be included in this proposal.
- V. 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 work until twenty-four (24) months after acceptance by all applicable regulatory authorities.

- W. Enclosed is a CD containing PDF's of the Project plans. Such documents are provided to the Proposer solely as a point of reference and a courtesy and should in no way be relied on by the Proposer as complete. Such reliance is at the sole and absolute risk of the Proposer.
- X. Proposer acknowledges that the Project is in the permitting phase and the permit will be provided to the Contractor as soon as it is issued; and to the extent there are changes to the plans as presented in the initial Proposal Documents, the District Engineer will issue an Addendum with the final permitted plan set. **The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the Project in phases, extend or contract the work, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so.**
- Y. The District is anticipated to make direct tax-exempt purchases of certain construction materials that will be integrated into this Project. Sample tax-exempt documentation that may be required for this Project is included in the Proposal Documents.

SECTION 22. PROTESTS. Any protest regarding the Project Manual, including the evaluation criteria, specifications or other requirements contained in the Request for Proposal, must be filed in writing at the offices of the District Engineer, Greenman-Pedersen, Inc., located at 1590 Village Square Blvd, Tallahassee, FL 32309, within seventy-two (72) hours after the receipt of the Project Manual. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest 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.

Any person who files a notice of protest regarding the Project Manual, or regarding any ranking or intended award by the District, shall post a protest bond in a form acceptable to the District and in an amount of \$10,000. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

SECTION 23. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the District's evaluation of the Proposer's ability to perform the services for the project as demonstrated by, among other things, the documentation provided by the Proposer and reference checks of the Proposer's clients. The criteria to be used in the evaluation are presented in the Evaluation Criteria sheet, contained within the Project Manual. Price will be one factor used in determining the Proposal that is in the best interest of the District, but the District explicitly and clearly reserves the right to make such award to other than the lowest priced Proposal. The ranking and evaluation of the Proposals is subject to the individual scorer's discretion and the points ultimately awarded to each Proposal, and corresponding ranking, may differ widely from individual scorer to individual scorer.

SECTION 24. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, all of the requirements set forth in the Project Manual shall be deemed “permissive,” in that a Proposer’s failure to meet any requirement described in mandatory terms such as “shall,” “will,” “mandatory,” or similar language does not automatically disqualify the Proposer’s Proposal, but instead may be taken into account in the evaluation and scoring of the Proposal.

SECTION 25. GROUNDS FOR REJECTION. Proposers may be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, for Proposer’s failure to demonstrate proper licensure and business organization, if a Proposal identifies a duration of the Work which in the District’s evaluation, is not all inclusive of a complete and functioning Project from beginning to end, within the provided Contract Times of Completion. The District shall also have the right to reject any or all Proposals if the District believes that it would not be in the best interest of the District to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified, of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by District. Any or all Proposals in which the prices are obviously unbalanced, nonconforming, or conditional are subject to rejection. Proposals not accompanied by any required Proposal Security including data required by the Proposal Documents or a Proposal in any way incomplete or irregular will provide a basis for rejection.

SECTION 26. 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 District 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 Project Architect’s decision of approval or disapproval of a proposed substitution shall be final. If the District 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 27. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, all of the requirements set forth in the Project Manual shall be deemed “permissive,” in that a Proposer’s failure to meet any requirement described in mandatory terms such as “shall,” “will,” “mandatory,” or similar language does not automatically disqualify the Proposer’s Proposal, but instead may be taken into account in the evaluation and scoring of the Proposal.

CANOPY COMMUNITY DEVELOPMENT DISTRICT
Request for Proposals for the Welaunee Boulevard Project

Evaluation Criteria

1. Personnel.

(10 Points)

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.

2. Proposer's Experience and Available Equipment.

(25 Points)

E.g., past record and experience of the respondent in self performing similar projects; past performance for this District in other contracts; character, integrity, reputation of respondent, etc. and equipment type; age and condition; quantity of equipment available; and number of trained operators.

3. Understanding of Scope of Work.

(15 Points)

E.g. Demonstration of the Proposer's understanding of the project requirements.

**4. Minority, Women and Small Business Enterprise (MWSBE)
(10 Points)**

Based on Blueprint Procurement Policy, Section 101.07.1, governing utilization of the Minority, Women and Small Business Enterprise (MWSBE) Program, the MBE point system used in evaluating minority participation in professional and consultant services for contract award shall be consistent with Leon County's procedure in which ten points, rather than five, are utilized. The total point system utilized shall be limited to 100 points, inclusive of the 10 points for MBE participation. A sliding scale shall be utilized for the award of points for the MBE participation; points awarded shall be based on a joint determination by the City and County MBE offices and the Blueprint 2000 Staff Director or designees.

5. Schedule.

(20 Total Points)

Points available for schedule will be allocated as follows:

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

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

6. Price.

(20 Total 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 bid.

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

SECTION IV

WORK AUTHORIZATION # ____
February ____, 2020

Canopy Community Development District
135 W. Central Blvd., Suite 320
Orlando, FL 32801

Subject: **Work Authorization Number ____**
 Canopy Community Development District

Dear Chairman, Board of Supervisors:

Greenman-Pedersen, Inc. (“Engineer”) is pleased to submit this work authorization to the Canopy Community Development District to provide professional RFP coordination and contract administration services related to the construction of Welaunee Boulevard. We will provide these services pursuant to our current agreement dated August 28, 2017 (“Master Agreement”) as follows:

I. Scope of Work

Canopy Community Development District (“District”) hereby engages the services of Engineer to perform the work described in **Exhibit A**, attached hereto.

II. Fees

The District will compensate Engineer in accordance with the terms of the Master Agreement and **Exhibit A**, attached hereto.

This proposal, together with the Master Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Greenman-Pedersen, Inc. We look forward to helping you facilitate a quality project.

Sincerely,

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
Canopy Community Development District

Date: February ____, 2020

**ATTACHMENT "A" – SCOPE OF SERVICES
CANOPY CDD RFP AND CONTRACT ADMINISTRATION – WELAUNEE BOULEVARD**

SECTION V

WARRANTY AND RELEASE OF RESTRICTIONS ON CANOPY COMMUNITY DEVELOPMENT DISTRICT'S RIGHT TO USE AND RELY UPON DRAWINGS, PLANS, SPECIFICATIONS AND RELATED DOCUMENTS CREATED OR UNDERTAKEN IN CONNECTION WITH THE CONSTRUCTION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS

THIS WARRANTY AND RELEASE is made the ___ day of February, 2020, by **Greenman-Pedersen, Inc.**, whose address is 1590 Village Square Boulevard, Tallahassee, Florida 32309 ("Professional"), in favor of the **Canopy Community Development District** ("District"), which is a local unit of special-purpose government situated in Leon County, Florida, with an address c/o Governmental Management Services – Central Florida, 219 East Livingston Street, Orlando, Florida 32801.

SECTION 1. DESCRIPTION OF SCOPE OF SERVICES. Professional has provided work product in connection with the construction/installation of certain infrastructure improvements for Ox Bottom Mortgage Holdings, LLC, a landowner within the District ("Landowner"). An outline of the scope of services provided by Professional is attached as **Exhibit A** ("Work Product").

SECTION 2. USE OF WORK PRODUCT. Professional acknowledges that the District is acquiring the Work Product from the Landowner and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product. Further, the District has publicly bid that certain construction contract related to the Amenity Center Site Work, the Amenity Facilities Construction Project and Units 4 and 5 Infrastructure Improvements Project and has formally entered into an agreement, or is anticipated to enter into a contract with one or more contractors, in connection with the construction of said infrastructure improvements ("Projects") utilizing the Work Product and thereby requires the unrestricted right to use and rely upon the same for any and all purposes, including the purposes for which it is intended.

SECTION 3. WARRANTY. Professional hereby expressly guarantees that the Work Product identified in **Exhibit A** is fit for any and all purposes, including the purposes for which it is intended. This expressed warranty shall not serve to eliminate any responsibility of Professional for the Work Product under *Florida Statutes* or case law, or to exclude any implied warranties and responsibilities.

SECTION 4. RELEASES. Premised upon the District's agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District's right to use and rely upon the Work Product for any and all purposes, including the purposes for which it is intended. Professional hereby affirmatively agrees that the Work identified in **Exhibit A** is free of all claims, security agreement, encumbrances or liens.

SECTION 5. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that no outstanding requests for payment exist related to the Work

Product identified in **Exhibit A** and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Landowner and/or the District for the Work Product identified in **Exhibit A**.

SECTION 6. EFFECTIVE DATE. This Warranty and Release shall take effect upon execution.

WITNESSES

[print name]

[print name]

Signature

Print Name

Its: _____

EXHIBIT A

[GPI to insert work product description]

[Sample based on prior utility acquisitions:

The work product associated with this Release & Warranty is described as the engineering construction drawings titled: Twin Lakes Phase 2. A set of drawings associated with all water and wastewater facilities to the point of delivery or connection, including portable water, sewer, reclaimed, fire protection water lines, pipes and related equipment constructed in and for the development. Work product is further described as the plans – Twin Lakes Phase 2; Sheets

WARRANTY AND RELEASE OF RESTRICTIONS ON CANOPY COMMUNITY DEVELOPMENT DISTRICT'S RIGHT TO USE AND RELY UPON DRAWINGS, PLANS, SPECIFICATIONS AND RELATED DOCUMENTS CREATED OR UNDERTAKEN IN CONNECTION WITH THE CONSTRUCTION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS

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SECTION 2. USE OF WORK PRODUCT. Professional acknowledges that the District is acquiring the Work Product from the Landowner and for that purpose has requested Professional to confirm the release of all restrictions on the District’s right to use and rely upon the Work Product. Further, the District is in the process of publicly procuring that certain construction contract related to the construction of Welaunee Boulevard and anticipates entering into an agreement with a contractor in connection with the construction of said infrastructure improvements (“Project”) utilizing the Work Product and thereby requires the unrestricted right to use and rely upon the same for any and all purposes, including the purposes for which it is intended.

SECTION 3. WARRANTY. Professional hereby expressly guarantees that the Work Product identified in **Exhibit A** is fit for any and all purposes, including the purposes for which it is intended. This expressed warranty shall not serve to eliminate any responsibility of Professional for the Work Product under *Florida Statutes* or case law, or to exclude any implied warranties and responsibilities.

SECTION 4. RELEASES. Premised upon the District’s agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District’s right to use and rely upon the Work Product for any and all purposes, including the purposes for which it is intended. Professional hereby affirmatively agrees that the Work identified in **Exhibit A** is free of all claims, security agreement, encumbrances or liens.

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lien for any payments due to Professional by Landowner and/or the District for the Work Product identified in **Exhibit A**.

SECTION 6. EFFECTIVE DATE. This Warranty and Release shall take effect upon execution.

WITNESSES

[print name]

[print name]

Signature

Print Name

Its: _____

EXHIBIT A

[GPI to insert work product description]

[Sample based on prior utility acquisitions:

The work product associated with this Release & Warranty is described as the engineering construction drawings titled: Twin Lakes Phase 2. A set of drawings associated with all water and wastewater facilities to the point of delivery or connection, including portable water, sewer, reclaimed, fire protection water lines, pipes and related equipment constructed in and for the development. Work product is further described as the plans – Twin Lakes Phase 2; Sheets