

HABITAT COMMUNITY
DEVELOPMENT DISTRICT

REQUEST FOR PROPOSAL
Bid Packet



Irrigation Pump Station Installation Work

RFP# HAB-2026-01

Submit Sealed Bids To:

Habitat Community Development District
3820 Colonial Blvd., Suite 101
Fort Myers, FL 33966

Attn: Mandie Rainwater, District Manager
239-690-7100 x 101

Email: mrainwater@cddmanagement.com

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**PUBLIC NOTICE
REQUEST FOR PROPOSAL**

Habitat Community Development District (HABCDD) is a local unit of special purpose government established in accordance with Chapter 190, Florida Statutes. The district is requesting proposals for the following: irrigation pump station installation work.

To be eligible to submit a Proposal, and in addition to any other requirements set forth in the RFP, an interested firm must (i) hold all required local, state, and federal licenses and permits necessary for irrigation pump station construction and installation in good standing and be authorized to do business in the Village of Estero, Lee County, and the State of Florida, and (ii) be able to furnish a bond or other form of security in the amount of the Project to the HABCDD. **TIME IS OF THE ESSENCE WITH RESPECT TO THE PROJECT.**

Advertisement of this RFP is anticipated in August 2026. All Proposals must be received at the address below, in the office of the District Manager no later than **September 11, 2026 at 11:59 A.M.**, at which time all Proposals will be publicly opened and read. Receipt of a response by any person or officer of HABCDD other than the District Manager does not constitute "receipt" as required by this solicitation.

All Proposal documents shall be submitted in a sealed envelope and be delivered or mailed to: Habitat CDD, Attn: District Manager, 3820 Colonial Blvd, Ste 101, Fort Myers, FL 33966. **ENVELOPE MUST BE IDENTIFIED AS SEALED PROPOSAL FOR: "IRRIGATION PUMP STATION INSTALLATION WORK FOR HABITAT COMMUNITY DEVELOPMENT DISTRICT – RFP# HAB-2026-01 – TO BE OPENED ON SEPTEMBER 11, 2026 AFTER 12:00 P.M."**

Electronic Proposals can be submitted with a statement that the company is submitting the Proposal electronically and that the Proposer understands that the Proposal will be printed by the District Manager and placed in an envelope prior to the deadline. Any Proposals submitted electronically will be read first prior to any submitted by mail or hand-delivered. NO Proposals will be accepted electronically, by mail, or other delivery after the Proposal opening deadline.

Each Proposal shall remain binding and irrevocable for a minimum of ninety (90) days after the Proposal opening. Each Proposal must be accompanied by bid security in the amount of five percent (5%) of the total Proposal amount, in the form of a bid bond or other security acceptable to HABCDD, conditioned upon the Proposer's execution of the Contract and furnishing of all required bonds, insurance, and other post-award documents if awarded the Contract. The successful Proposer will be required to furnish and pay for a Certificate of Insurance and separate Performance and Payment Bonds, each in an amount equal to one hundred percent (100%) of the Contract Price, with a surety acceptable to the HABCDD, authorized and licensed to transact surety business in the State of Florida, and otherwise meeting the requirements of Section 255.05, Florida Statutes. The executed bonds must be delivered to HABCDD before commencement of Work and before issuance of any Notice to Proceed, must be recorded by the successful Proposer in the Public Records of Lee County, Florida, as required by Section 255.05, Florida Statutes, and must otherwise meet the requirements set forth in the Contract Documents. All bid bonds, contract bonds, insurance contracts, and Certificates of Insurance shall be either executed or countersigned by a licensed resident agent of the surety or insurance company having its place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of

Florida.

Proposals will be evaluated in accordance with the criteria included in the Proposal Documents. The HABCDD reserves the right to reject any and all Proposals, make modifications to the Work, award the Contract in whole or in part with or without cause, and waive minor or technical irregularities in any Proposal, as it deems appropriate, and if the HABCDD determines in its discretion that it is in the HABCDD's best interests to do so. Any person who wishes to protest the Proposal Documents, including, but not limited to, the terms and specifications, or any component thereof, must file with the HABCDD a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the publication of said Proposal Documents, together with a protest bond in a form acceptable to the HABCDD and in the amount of \$50,000, all subject to and in accordance with the HABCDD's Rules of Procedure. 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 HABCDD's costs, expenses, and attorney's fees associated with hearing and defending the protest. Failure to timely file a protest, or failure to timely post a protest bond, will result in a waiver of proceedings under Chapter 190, Florida Statutes, and other law. Additional requirements for filing a protest can be found in the HABCDD's Rules of Procedure, which are available upon request.

HABCDD reserves the right to accept or reject any or all Proposals (in whole or in part) with or without cause, to waive any technicalities, irregularities, or formalities, or to accept the Proposal(s) that in its judgment best serves HABCDD.

Mandie Rainwater, District Manager
Habitat Community Development District

GENERAL CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL REQUESTS FOR PROPOSALS FOR COMMODITIES/SERVICES ISSUED BY HABITAT CDD. HABITAT CDD MAY DELETE, SUPERSEDE, OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS.

SEALED PROPOSALS: This form must be executed and submitted with all Proposal documents in a sealed envelope. The face of the envelope shall contain the above address, the date and time of Proposal opening, and RFP number. Proposals not submitted on the attached Form may be rejected. All Proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

RFP TITLE: IRRIGATION PUMP STATION INSTALLATION WORK

RFP NUMBER: HAB-2026-01

PROPOSALS WILL BE OPENED ON FRIDAY, SEPTEMBER 11, 2026 AFTER 12:00 P.M. and may not be withdrawn during the ninety (90) calendar days following such date and time.

PROPOSER'S CERTIFICATION

I certify that this Proposal acknowledgment is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same commodities or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer. By signature on this form, Proposer acknowledges and accepts without limitation the strictures of this RFP, as well as any special instructions, if applicable, including the required submittal of all required bonds, insurance certificates, E-Verify certifications, and subcontractor compliance documentation required by the Proposal Documents and Florida law.

CORRECT LEGAL NAME OF PROPOSER: _____

(SIGNATURE OF PROPOSER'S AUTHORIZED AGENT)

TITLE: _____

TYPED/PRINTED NAME OF

AUTHORIZED AGENT: _____

ADDRESS: _____

PHONE NO: (____) _____

FEDERAL ID NUMBER OR SOCIAL

SECURITY NUMBER OF PROPOSER: _____

INSTRUCTIONS TO PROPOSERS

1. DEFINED TERMS

1.1 Terms used in these Instructions to Proposers are defined and have the meanings assigned to them. The term "Proposer" means one who submits a Proposal directly to Habitat Community Development District ("HABCDD"), as distinct from a sub-proposer who submits a Proposal to the Proposer. The term "Successful Proposer" means the most responsible and responsive Proposer to whom HABCDD's evaluation (as hereinafter provided) makes an award. The term HABCDD refers to the Habitat Community Development District, a special purpose local government under Chapter 190 of the State of Florida. The term "Proposal Documents" includes the Public Notice of Request for Proposal, General Conditions and Proposer Certification, Instructions to Proposers, Standard Terms and Conditions, the proposed Contract Documents, the Project Description and Scope of Work Required, Proposal Tabulation Forms, required affidavits and certifications, including all Addenda issued prior to receipt of Proposals.

2. COPIES OF PROPOSAL DOCUMENTS

2.1 Complete sets of Proposal Documents must be used in preparing a Proposal. HABCDD does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents. HABCDD, in making copies of Proposal Documents available, does so only for the purpose of obtaining Proposals and does not confer a license or grant for any other use.

3. PROPOSALS OF PROPOSERS

3.1 No Proposal will be accepted from, nor will any Contract be awarded to any person who is in arrears to the Habitat CDD upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to HABCDD, or who is deemed responsible or unreliable by HABCDD.

3.2 Each Proposer shall have been in business in Florida for the past seven (7) consecutive years providing irrigation pump station construction and installation work of similar size and scope.

4. EXAMINATION OF PROPOSAL DOCUMENTS

4.1 Before submitting a Proposal, each Proposer must (a) examine the Documents thoroughly; (b) consider federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Proposer's observations with the Proposal Documents; and (d) notify HABCDD District Manager or his designee of all conflicts, errors, and discrepancies in the Proposal Documents.

4.2 The submission of a Proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of this Article 4, that without exception, the Proposal is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences, or procedures as may be indicated in or required by the Proposal Documents, and that the Proposal Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions of performance and furnishing of the goods and/or services.

5. SPECIFICATIONS

5.1 The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

5.2 For the purpose of evaluation, the Proposer must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Proposer meets all the Specifications in every respect.

5.3 Any manufacturers' names, trade names, brand names, information, and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance, and characteristics and are not intended to limit or restrict competition. The Proposer may offer any brand which meets or exceeds the Specifications for any item(s). If Proposals are based on equivalent products, indicate on the Proposal Form the manufacturer's name and catalog number. Proposer shall submit with its Proposal complete and descriptive literature and/or specifications. The Proposer should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with HABCDD. If Proposer fails to name a substitute, it will be assumed that Proposer is proposing and will be required to furnish commodities identical to the specified standards.

6. INTERPRETATIONS AND ADDENDA

6.1 To ensure fair consideration for all Proposers, HABCDD prohibits communication to or with any department officer or employee during the submission process except as provided in Paragraph 6.2 below.

6.2 If the Proposer should be in doubt as to the meaning of any of the Proposal Documents, or is of the opinion that the plans and/or specifications contain errors, contradictions, or omissions, Proposer shall submit a written request directed to the District Manager, to be forwarded to the appropriate person or department for interpretations or clarification. All questions must be submitted in writing, and no oral questions, interpretations, or clarifications shall be binding on HABCDD. Interpretations or clarifications deemed necessary by HABCDD in response to such questions will be issued only in the form of written addenda, mailed or electronically transmitted to all parties recorded by HABCDD as having received the Proposal Documents. The issuance of a written addendum by HABCDD shall be the only official method whereby such an interpretation or clarification will be made. Each Proposer shall acknowledge receipt of all addenda in its Proposal, and HABCDD may postpone the Proposal opening or modify any deadline only by written addendum.

7. OCCUPATIONAL HEALTH & SAFETY

7.1 In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this RFP must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:

7.1.1 The chemical name and the common name of the toxic substance.

7.1.2 The hazards or other risks in the use of the toxic substance, including: a) the potential for fire, explosion, corrosiveness, and reactivity; b) the known acute and chronic health effects of risk from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and c) the primary routes of entry and symptoms of overexposure.

7.1.3 The proper precautions, handling practices, necessary personal protection equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate

emergency treatment in case of exposure.

7.1.4 The emergency procedure for spills, fire, disposal, and first aid.

7.1.5 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

7.1.6 The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

8. SUBMISSION OF PROPOSAL

8.1 A Proposal shall be submitted at or before the time and at the place indicated in the REQUEST FOR PROPOSAL and shall be submitted in a sealed envelope. The envelope shall be clearly marked on the exterior **PROPOSAL FOR: "IRRIGATION PUMP STATION INSTALLATION WORK FOR HABITAT COMMUNITY DEVELOPMENT DISTRICT – RFP# HAB-2026-01 – TO BE OPENED ON SEPTEMBER 11, 2026 AFTER 12:00 P.M."** and shall state the name and address of the Proposer and shall be accompanied by any other required documents, including addenda acknowledgements and required certifications. Electronic Proposals can be submitted with a statement that the company is submitting the Proposal electronically and that the Proposer understands that the Proposal will be printed by the District Manager and placed in an envelope prior to the deadline. No responsibility will attach to HABCDD for the premature opening of a Proposal not properly addressed and identified.

8.2 Proposals must be typed or printed in ink. Use of erasable ink is not permitted. Names must be typed or printed below the signature. Electronic Proposals will be accepted, but facsimile submissions will not be accepted unless expressly authorized by written addendum.

8.3 In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, all Proposers should be aware that the Request for Proposals and the responses thereto are in the public domain and may be disclosed after the Proposal opening or as otherwise required by law. However, the Proposers are requested to identify specifically any information contained in their Proposal that they consider confidential and/or proprietary and that they believe to be exempt from disclosure, citing specifically the applicable exempting law. A Proposer claiming an exemption shall be responsible for defending and indemnifying HABCDD against any public records claim arising from the Proposer's claimed exemption.

8.4 All Proposals received from Proposers in response to the Request for Proposal will become the property of HABCDD and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the Habitat Community Development District.

8.5 The submitted Proposal shall constitute a firm offer on the part of the Proposer to furnish the commodities and/or services requested.

9. FORMS

9.1 The Proposal Form is included with the Proposal Documents and must be used by the Proposer. Failure to do so may cause the Proposal to be rejected. The forms must be submitted in good order and all blanks must be completed. If Proposer submits their bid package electronically and are awarded the contract,

original inked copies of notarized forms will be required to be sent to the District Managers office.

9.2 The Proposal must be signed by one duly authorized to do so, and in cases where the Proposal is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the Proposal.

9.3 Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

9.4 Proposals by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature, and the official address of the partnership must be shown below the signature.

10. MODIFICATION AND WITHDRAWAL OF PROPOSALS

10.1 Proposals must be modified or withdrawn by a request for withdrawal or modification in writing and signed by a person duly authorized to do so, and, in a case where signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified for ninety (90) calendar days after the Proposal opening without HABCDD's written consent.

11. REJECTION OF PROPOSALS

11.1 To the extent permitted by applicable state and federal laws and regulations, HABCDD reserves the right to reject any and all Proposals, to waive any and all informalities, irregularities, and technicalities not involving price, time, or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced, or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions, or unauthorized alterations or irregularities of any kind.

11.2 HABCDD reserves the right to reject the Proposal of any Proposer if HABCDD believes that it would not be in the best interests of the HABCDD to make an award to that Proposer, whether because the Proposal is not responsive, or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by HABCDD.

11.3 More than one Proposal received for the same Work from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same Work will cause the rejection of such Proposals in which the Proposer is interested. If there are reasonable grounds for believing that collusion exists among the Proposers, the Proposals of participants in such collusion will not be considered.

11.4 The foregoing reasons for rejection of Proposals are not intended to be exhaustive.

12. OPENING OF PROPOSALS

12.1 Proposals will be opened publicly on the date and at the location and time specified in the Request for Proposal.

13. PROPOSALS TO REMAIN OPEN

13.1 If the Contract is not awarded, the Proposal shall remain open for ninety (90) calendar days after the day of the opening, but HABCDD may, at its sole discretion, release any Proposal prior to that date.

13.2 Extensions of time during which Proposals shall remain open beyond the ninety (90) day period may be made only by mutual written agreement between HABCDD, the successful Proposer, and the surety, if any, for the successful Proposer.

14. AWARD OF CONTRACT

14.1 If the Contract is to be awarded, it will be awarded to the most responsible and responsive Proposer whose evaluation by HABCDD, District Manager, and District Engineer indicates to the Board of Supervisors that the award will be in the best interests of the HABCDD.

14.2 Criteria utilized by HABCDD for determining the most responsible and responsive Proposer include, but are not limited to, the following: (a) ability of Proposer to meet published specifications; (b) Proposer's experience and references, including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability, and business judgment of the Proposer, the quality of performance of Proposer under previous contracts, any subcontractors, and other persons providing labor or materials to Proposer; (c) Proposer's Proposal and capabilities, including, but not limited to, the size, financial history, strength, and stability of the business to perform the Work of the Contract, the possession of necessary facilities and equipment, and the quality, availability, and adaptability thereof to the particular use(s) required; (d) whether Proposer can perform the Contract promptly or within the time specified without delay or interference; (e) previous and existing compliance by Proposer with laws, ordinances, and regulations relating to the commodities or services; and (f) price. Unless HABCDD issues an addendum assigning weights or points, the foregoing criteria are unweighted evaluation criteria, and HABCDD may consider each criterion in determining the Proposal that best serves HABCDD.

14.3 Proposer shall furnish and deliver to the HABCDD, before execution of the Contract and before commencement of Work or issuance of any Notice to Proceed, separate Payment and Performance Bonds, each in the amount of one hundred percent (100%) of the Contract Price, issued by a surety authorized and licensed to transact surety business in the State of Florida and acceptable to HABCDD, together with the insurance certificates and policies of insurance required of the Proposer by the provisions of the Contract Documents. The successful Proposer shall record the bonds in the Public Records of Lee County, Florida, in accordance with Section 255.05, Florida Statutes, and provide HABCDD evidence of such recording.

14.4 Immediately following the award of the Contract by the HABCDD, HABCDD will prepare a formal contract to be executed by the parties, which Contract will be in substantially the same form as the form of agreement which is included in the Proposal Documents. The Proposer shall, within five (5) days after the award of the Contract, deliver to HABCDD the fully executed Agreement, all applicable certificates of insurance from a company licensed to do business in the State of Florida, required Payment and Performance Bonds, E-Verify documentation, and all other documents or assurances required by HABCDD. If the Proposer to whom the first award is made fails to enter into a Contract as herein provided, fails to furnish required bonds or insurance, or otherwise defaults in its post-award obligations, the bid security may be retained by HABCDD as liquidated damages to the extent permitted by law, and the Contract may be let to the next qualified Proposer who is responsible and responsive in the opinion of the

HABCDD.

15. INSURANCE

15.1 The insurance requirements contained in this RFP represent the minimum protection necessary for the CDD as determined by the District Manager. The successful Proposer shall be required to provide proper proof of insurance to the District Manager prior to an award, including evidence that HABCDD, its supervisors, officers, staff, agents, consultants, and representatives are named as additional insureds on all applicable liability policies, except workers' compensation, and evidence of umbrella or excess liability coverage in an amount of \$1,000,000.00 or such other amount as HABCDD may determine after risk review. No award will be recommended until a written determination is made by the District Manager that the proof of insurance submitted by the Proposer is acceptable from a risk management perspective. Further modification of the requirements may be made at the sole discretion of the HABCDD if circumstances warrant.

16. TAXES

16.1 HABCDD is a local government unit and is not subject to sales tax; the successful Proposer shall pay all applicable sales, consumer use, and other similar taxes required by law and shall hold HABCDD harmless from any unanticipated tax, penalty, interest, or related charge arising from the successful Proposer's Work or performance of the Contract.

17. CONFLICT OF INTEREST

17.1 The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate, or agent who is also a public officer or employee of HABCDD or any of its agencies. Further, all Proposers must disclose the name of any public officer or employee of HABCDD who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

18. NON-COLLUSIVE AFFIDAVIT

18.1 Each Proposer shall complete the Non-Collusive Affidavit and include it with the Proposal and shall submit this Form with the Proposal. Failure of the Proposer to submit these documents may be cause for rejection of the Proposal.

19. SUMMARY OF DOCUMENTS TO BE SUBMITTED BY PROPOSERS

19.1 The following is a summary of documents, copies of which may be included in the RFP documents, that are to be completed and submitted by Proposers: (a) Proposer acknowledgment; (b) Proposal Documents; (c) Non-Collusion Affidavit; (d) Public Entities Crime Affidavit; (e) Certified Resolution or other duly executed document evidencing authority to sign on behalf of the Proposer; (f) Qualification Statement; (g) Certificate(s) of Insurance; (h) Certification of Non-Segregated Facilities; (i) Certification of Debarment; (j) Byrd Anti-Lobbying Form; (k) Anti-Human Trafficking Affidavit; (l) E-Verify certification and subcontractor E-Verify acknowledgment; (m) Scrutinized Companies, restricted entity, and foreign country of concern certifications; (n) acknowledgement of all addenda; (o) completed permit/license matrix; and (p) completed bid form, including base bid, alternates, unit prices or allowances, acknowledgments, and signature fields.

20. PERFORMANCE AND PAYMENT BOND

20.1 A performance bond and a payment bond, each in the amount of one hundred percent (100%) of the Contract Price, with a corporate surety authorized and licensed to transact surety business in the State of Florida, listed on the Treasury Department's most current list (Circular 570, as amended), and approved

by the HABCDD, will be required for the faithful performance of the Contract and payment of persons providing labor, services, or materials. The bonds shall comply with Section 255.05, Florida Statutes, shall be delivered to HABCDD before Contract execution, commencement of Work, or issuance of any Notice to Proceed, and shall be recorded by the successful Proposer in the Public Records of Lee County, Florida, with evidence of recording provided to HABCDD.

21. SITE CONDITIONS

20.1 The Proposer acknowledges that, before submitting its Proposal, it is required to familiarize itself with the District's property, proposed pump station locations, existing irrigation infrastructure, electrical conditions, access constraints, staging areas, utility conflicts, control systems, and the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done and the equipment, materials, and labor required. A site visit is strongly encouraged, and HABCDD may designate it as mandatory by addendum. The Proposer is also required to examine carefully the specifications and form of agreement and to inform itself thoroughly regarding any and all conditions and requirements that may in any manner affect the Work to be performed under this Contract, including any potential unforeseen conditions.

STANDARD TERMS AND CONDITIONS

DEFINITION OF TERMS

Addenda - Written and graphic documents issued prior to the receipt of Proposals to modify or interpret the RFP Documents.

Proposal Documents - Include the "Public Notice of Request for Proposal", "General Conditions and Proposer Certification", "Instructions for Proposers", "Standard Terms and Conditions", "Form of Agreement", "Project Description and Scope of Work Required", "Proposal Tabulation", various forms, affidavits, and certifications, and any Addenda issued prior to receipt of Proposals.

Contract - The entire and integrated agreement between the Contractor and HABCDD, defining its terms and conditions, which supersedes all prior negotiations, representations, or agreements, either written or oral.

Contractor - Any person having a Contract with HABCDD.

Lump Sum Proposal Price - The amount stated on the "Proposal Forms" for which the Proposer offers to provide a service as described in the Proposal Documents.

Specification - The written requirements for materials, equipment, construction systems, standards, and workmanship for the Work, and performance of related services.

Unit Price - The amount stated on the "Proposal Forms" as a price per unit of measurement for services as described in the Proposal Documents.

Work - Construction and services required by the Contract, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

CONTRACTUAL AGREEMENT

The Request for Proposal shall be included and incorporated in the final Contract. The order of Contract precedence will be the Contract, RFP documents, and Proposal. Any and all legal action necessary to enforce the Contract will be brought in Lee County, and the Contract will be interpreted according to the laws of Florida.

FAMILIARITY WITH LAWS

The Contractor is assumed to be familiar with all federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect performance of the Contract. The failure to be familiar with applicable laws will in no way relieve the Contractor from responsibility.

LEGAL REQUIREMENTS

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform Work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Debarred Vendors: HABCDD reserves the right to withhold award, rescind award, or forego award to any vendor or contractor who is found to have been debarred from doing business with the State of Florida or any other public entity.

Vendors doing business with HABCDD are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rates of pay or other compensation methods, and training selection.

Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

PERFORMANCE

Successful Proposer will be responsible for advising HABCDD District Manager or designee of any delay in the scheduled service.

The HABCDD reserves the right to utilize outside services, when necessary, from other sources should the successful Proposer not be able to supply services on a timely basis.

Contractor warrants to the HABCDD that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration, or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

EEO STATEMENT

The CDD is committed to assuring equal opportunity in the award of Contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, national origin, age, sex, gender identity, disability, religion, marital status, family status, sexual orientation, genetic information, or military/veteran status.

LICENSES AND PERMITS AND CERTIFICATION

It shall be the responsibility of the Contractor to obtain, at no additional cost to the HABCDD, any and all licenses and permits required by the Village of Estero and any other applicable authorities to complete this contractual service. Proposer shall complete and submit the Permit/License Matrix included in the Proposal Documents.

PERMIT/LICENSE MATRIX

Proposer shall identify in its Proposal all permits, approvals, licenses, registrations, and inspections required for the Work, including, as applicable, Village of Estero development/building/electrical approvals, Lee County approvals, South Florida Water Management District or other water management approvals, utility locates and utility coordination, electrical service/provider approvals, dewatering or discharge approvals, environmental or wetland approvals, and any other federal, state, regional, or local permits necessary for pump station installation, controls, startup, and operation. For each item, Proposer shall identify the responsible party, issuing authority, expected timing, fees, and any assumptions or exclusions.

SUBCONTRACTING/SUBCONTRACTOR LIST

Proposer shall submit a list of the names of the subcontractors and major material suppliers proposed for any portions of the Work. The names, addresses, phone numbers, optional fax numbers, license numbers, and scope/category of Work must be listed on the "Schedule of Subcontractor/Material Supplier Participation" included in this Proposal document. The HABCDD reserves the right to accept or reject any or all Proposals wherein a subcontractor is named and to make the award to the Proposer who, in the opinion of the HABCDD, will be in the best interests of and/or most advantageous to the HABCDD.

Prior to award of Contract, the HABCDD will notify the Proposer in writing if there is an objection to any person or entity listed. Upon such reasonable objection, the Proposer shall propose an acceptable substitute person or entity without an increase in the Proposal price. If the Proposer declines to make any substitution, the Contract shall not be awarded to such Proposer.

No Proposer shall be required to employ any Subcontractor or major material supplier against whom it has reasonable objection.

NON-APPROPRIATIONS

The obligations of the HABCDD to make an award and sign an agreement under the terms of this "Request for Proposal" are contingent upon funds lawfully appropriated for this purpose. Should funds not be appropriated for this purpose, the HABCDD, at its sole discretion, shall have the right to reject all Proposals.

WORK

Work under this RFP shall be done on a contractual basis. Any quantities listed or referenced in the Proposal are not guaranteed. The HABCDD can increase or decrease quantities at its sole discretion. The Proposer is not entitled to any payment for reduced quantities or anticipated profits from the reduction of said quantities.

TRADE, BRAND NAMES

The HABCDD may require specific brand/manufacturer items on a "NO SUBSTITUTE" basis because operational conditions of the HABCDD have found these items, by usage and experience, to be the most durable, suitable, and acceptable.

FEDERAL AND STATE TAX

The HABCDD is exempt from federal and state taxes for tangible personal property. The District Manager will sign an exemption certificate submitted by the Contractor. Vendors or contractors doing business with the HABCDD shall generally not be authorized to use the HABCDD's Tax Exemption Number in securing such materials, unless otherwise agreed to by HABCDD in writing.

TRANSFER PROHIBITED

The successful Proposer shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract, or of any or all of its rights, title, or interest herein, or its power to execute such Contract to any person, company, or corporation without prior written consent of the HABCDD.

CHANGE ORDERS

All Change Orders, additions to, or deletions from the Specifications shall be only by written order. The Contractor shall not change, alter, or delete in any manner from the Specifications without prior approval by the HABCDD.

CANCELLATION

The HABCDD may terminate this Contract when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period. The Contractor shall be entitled to reimbursement for the reasonable value of any non-recurring cost incurred but not amortized in the price of the service delivered under the Contract or otherwise recoverable.

In the event that the successful Proposer violates any of the provisions of the Contract, the HABCDD may serve written notice upon such Proposer of its intention to terminate the Contract. The liability of the Proposer for any and all such violation(s) shall not be affected by any such termination and its surety, if any, shall be forfeited.

CONTRACT EXTENSION

Extension of the Contract shall be in writing for a mutually agreeable period of time and shall be subject to the same terms and conditions set forth in the initial Contract.

LITIGATION

The Contract shall be governed by the laws of the State of Florida as they are now and hereinafter in force. Jurisdiction and venue of any litigation arising out of the Contract shall be exclusively in Lee County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising out of such litigation.

SPECIAL CONDITIONS AND SPECIFICATIONS

Any and all special conditions and Specifications attached hereto, which vary from these general conditions, shall have precedence.

SELECTION PROCESS

Proposals received by the submittal deadline will be reviewed by the HABCDD's District Manager and Engineer to determine if each Proposer has submitted the required information and met all mandatory requirements. Those Proposals found to be non-responsive shall be rejected from further consideration.

PRE-COMMENCEMENT MEETING

A pre-commencement meeting shall be held prior to the start of this project. The condition of all areas of Work and related grounds areas shall be recorded. The Contractor shall be responsible for the correction and/or repair of any additional damage to the facilities resulting from the related Work, exclusive of the conditions noted at the pre-commencement meeting.

PREPARATION EXPENSE

Neither the HABCDD nor its representatives will be liable for any expenses incurred in connection with the preparation of any Proposal.

INDEMNIFICATION

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the HABCDD and its consultants, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including, but not limited to, fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (b) is caused in whole or in part by any willful or negligent act or omission of Contractor, any subcontractor, any 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, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against the HABCDD or any of its consultants, agents, or employees by any employee of Contractor, any Subcontractor, any 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, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this project are hereby amended to include the foregoing indemnification and

the "Specific Consideration" therefor.

INSURANCE REQUIRED

Contractor shall provide, pay for, and maintain in force at all times during the Project, such insurance, including Workers' Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance, Business Automobile Liability, and umbrella or excess liability coverage as required by the Contract Documents, as will assure to HABCDD the protection contained in the foregoing indemnification and save harmless clauses undertaken by Contractor. The Comprehensive General Liability, Business Automobile Liability, and applicable umbrella or excess liability policies shall clearly identify the foregoing indemnification and save harmless clauses by the additional insured endorsement under this Article.

Such policy or policies shall be issued by an insurance company authorized to do business in the State of Florida and be written by a resident agent licensed by the State of Florida. Contractor shall specifically protect the Habitat CDD by naming Habitat CDD as an additional insured under the Comprehensive General Liability Insurance, Business Automobile Liability, and applicable umbrella or excess liability policies hereinafter described. A current Certificate of Insurance meeting these requirements shall be evidence of the required coverage.

Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include Employers' Liability with limits of One Hundred Thousand Dollars (\$100,000.00) Each Accident, Five Hundred Thousand Dollars (\$500,000.00) Each Disease, and One Hundred Thousand Dollars (\$100,000.00) Aggregate by Disease.

Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence single limit, Two Million Dollars (\$2,000,000.00) aggregate for Bodily Injury Liability and Property Damage Liability. The policy shall not contain exclusions for explosion, collapse, or underground (X, C, U) hazards. All policies shall be written on an occurrence basis where available. The required limits may be met by the issuance of an excess or umbrella coverage policy, so long as HABCDD is named as an additional insured on such policies. Coverage shall include:

- Premises/Operations Liability on an occurrence basis.
- Independent Contractors.
- Product and Completed Operations Liability on an occurrence basis.
- Broad Form Property Damage.
- Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- Personal Injury Coverage with Employees and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned vehicles
- Non-owned and hired vehicles

Contractual liability insurance covering all liability arising out of the terms of the Contract Documents.

Notice of Cancellation, Expiration and/or Restriction: The policies must be endorsed to provide the Habitat CDD with thirty (30) days' advance written notice of cancellation, expiration, and/or restriction of coverage.

Contractor shall furnish to the CDD District Manager Certificate(s) of Insurance evidencing the insurance coverages required herein prior to final award by HABCDD Board of Supervisors. Such certificate(s) shall reference this Agreement. The certificate holder shall be the Habitat CDD to the attention of the District Manager at 3820 Colonial Blvd, Ste 101, Fort Myers, FL 33966. HABCDD reserves the right to require a certified copy of such policies upon request. All certificates shall state that Habitat CDD shall be given thirty (30) days' prior written notice of cancellation and/or expiration.

The official title of the Owner is "Habitat Community Development District." This official title shall be used in all insurance or other legal documentation. The HABCDD is to be included as an additional insured with respect to liability arising out of operations performed for HABCDD by or on behalf of Contractor or acts or omissions of Contractor in connection with such operations.

PROJECT DESCRIPTION AND SCOPE OF WORK REQUIRED

Habitat CDD is seeking Proposals from experienced contractors to provide irrigation pump stations, installation, warranties, maintenance services, and technology control systems to replace the current pump stations.

- Provide and install new irrigation pump stations at the pump station locations identified in this RFP with the following specifications:

PUMP STATION 2

- 30 HP Dual Centrifugal Pumps (not submerged)
 - 750 total GPM at 70 PSI
 - 4-foot by 8-foot enclosure
- VFD control system
- Internet-based system control
- 10-foot by 4-foot steel skid platform
- Reinforced concrete pad
- Pressure tank assembly
- Automatic three-dimensional disc filtration
- 8-inch corrosion-resistant discharge line
- 6-inch intake lines (up to 120 feet long)

PUMP STATION 3

- 30 HP Dual Centrifugal Pumps (not submerged)
 - 750 total GPM at 70 PSI
 - 4-foot by 8-foot enclosure
- VFD control system
- Internet-based system control subject to District ownership/access requirements
- 10-foot by 4-foot steel skid platform
- Reinforced concrete pad
- Pressure tank assembly
- Automatic three-dimensional disc filtration
- 8-inch corrosion-resistant discharge line
- 6-inch intake lines (up to 120 feet long)

PUMP STATION 4

- 30 HP Dual Centrifugal Pumps (not submerged)
 - 750 total GPM at 70 PSI
 - 4-foot by 8-foot enclosure
- VFD control system
- Internet-based system control subject to District ownership/access requirements
- 10-foot by 4-foot steel skid platform
- Reinforced concrete pad
- Pressure tank assembly

- Automatic three-dimensional disc filtration
- 8-inch corrosion resistant discharge line
- 6-inch Intake lines (up to 120 feet long)

PUMP STATION 5

- 50 HP Dual Centrifugal Pumps with 20 HP Centrifugal Jockey Pump
 - 1100 total GPM at 70 PSI
 - 4 foot by 8 foot enclosure
- VFD control system
- Internet based system control subject to District ownership/access requirements
- 12-foot by 6-foot steel skid platform
- Reinforced concrete pad
- Pressure tank assembly
- Automatic three-dimensional disc filtration system
- 6-inch corrosion-resistant header
- 6-inch corrosion-resistant discharge lines
- Intake lines for each pump

PUMP STATION 7

- 50 HP Dual Centrifugal Pumps with 20 HP Centrifugal Jockey Pump
 - 1100 total GPM at 70 PSI
 - 4 foot by 8 foot enclosure
- VFD control system
- Internet based system control subject to District ownership/access requirements
- 12-foot by 6-foot steel skid platform
- Reinforced concrete pad
- Pressure tank assembly
- Automatic three-dimensional disc filtration system
- 6-inch corrosion-resistant header
- 6-inch corrosion-resistant discharge lines
- Intake lines for each pump

- Remove and dispose of existing pump station equipment offsite.
- Provide reinforced concrete pads, steel skid platforms, pressure tank assemblies, filtration, intake lines, and corrosion-resistant discharge lines as required by the specifications.
- Contractor is responsible for obtaining all Village of Estero and other applicable permits, approvals, utility locates, and electrical, plumbing, irrigation, and construction licenses required for irrigation pump station construction and installation.
- Provide VFD control systems, internet-based system control, District administrative credentials and software access/subscription information, maintenance services, system startup, and warranties as required by the specifications, with no lockout restrictions that would prevent HABCDD or its designated operator from monitoring, operating, maintaining, or transferring control of the system.
- Coordinate work to protect existing buildings, equipment, piping, electrical systems, sewers, sidewalks, roads, grounds, landscaping, and structures from damage during installation.

- Contractor is responsible for site safety, access coordination, and protection of underground utilities during installation.
- Contractor shall provide pump station equipment submittals, manufacturer specifications, minimum one (1) year equipment, materials, workmanship, control-system, and installation warranty information (or longer manufacturer warranty, if applicable), and proposed maintenance service terms as part of the Proposal.
- Contractor shall identify proposed pump station equipment, control software, enclosure, skid platform, pad, piping, filtration, intake, and discharge components for each pump station location.
- Contractor shall provide site access, staging, safety, utility-locate, and shutdown/coordination plans as part of the installation Work.
- Contractor shall coordinate system startup, testing, commissioning, owner training, and delivery of test reports, commissioning/startup reports, as-builts, O&M manuals, warranty documents, control-system manuals and credentials, training sign-off, and final acceptance documentation upon completion of installation.
- Contractor shall attend a minimum of two meetings of the Board of Supervisors of Habitat CDD.

PUMP STATION LOCATION MAP / SITE PLAN



PERMITS AND APPROVALS FOR IRRIGATION PUMP STATION INSTALLATION

PERMIT/LICENSE MATRIX

Permit/License/Approval: _____

Issuing Authority: _____

Scope/Category of Work Covered: _____

Responsible Party: _____

License/Registration Number, if applicable: _____

Expected Submittal/Approval Timing: _____

Fees Included in Proposal? Yes ____ No ____ N/A ____

Assumptions/Exclusions: _____

Additional permits, licenses, or approvals: _____

PROPOSAL FORM

Proposer: _____

RFP No.: HAB-2026-01

Project: Irrigation Pump Station Installation Work

Base Bid: \$ _____

Alternate No. 1: _____ Add/Deduct: \$ _____

Alternate No. 2: _____ Add/Deduct: \$ _____

Unit Price Item/Allowance No. 1: _____

Unit/Allowance Price: \$ _____

Unit Price Item/Allowance No. 2: _____

Unit/Allowance Price: \$ _____

Total Proposal Amount: \$ _____

Addenda Acknowledged: No. ____ dated _____

No. ____ dated _____

No. ____ dated _____

Proposer acknowledges that pricing includes all labor, materials, equipment, permits, licenses, startup, commissioning, training, warranties, insurance, bonds, and all Work required by the Proposal Documents except as expressly excluded in the Proposal.

Exceptions/Clarifications, if any: _____

Authorized Signature: _____

Printed Name/Title: _____

Company: _____

Date: _____

Email: _____ Phone: _____ Fax (optional): _____

PROPOSAL TABULATION

Habitat CDD

HAB RFP2026-01 Score Sheet

Supervisors Name

1. Preliminary Requirements	Pass or Fail
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2. Personnel & Products	10 Possible Points
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3. Experience & References	20 Possible Points
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4. Understanding Scope of Work	20 Possible Points
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5. Financial Capacity	10 Possible Points
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6. Price	25 Possible Points
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7. Schedule	15 Possible Points
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Vendor

XXX

XXX

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Total

PROPOSAL EVALUATION CRITERIA

1. Preliminary Requirements

Pass/Fail

Proposer must hold all required local, state and federal licenses in good standing and be authorized to do business in the Village of Estero, Lee County, and the State of Florida.

2. Personnel and Products

10 Possible Points

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the Project; present ability to staff, equip and manage the Project; proposed staffing levels; proposed equipment; capability of performing the work; geographic location; inventory of all products; etc.

3. Experience & References

20 Possible Points

This category addresses past & current record and experience of the Proposer (and/or subcontractors and suppliers) in similar projects; past performance in any other contracts; etc.

4. Understanding Scope of Work

20 Possible Points

This category addresses whether the Proposer demonstrated an understanding of the District's needs for the work requested, product specifications requested, ability to perform such work in a feasible manner, and an understanding of the project's environment.

5. Financial Capacity

10 Possible Points

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Also, this category includes an evaluation of the Proposer's insurance and warranties offered, above and beyond what is required under the contract documents. The Proposer should include proof of ability to provide insurance coverage as required by the District.

6. Price

25 Possible Points

This category addresses the overall pricing for the project, as well as consideration of discounts, additional warranties, and any additional services that may be part of the proposal.

7. Schedule

15 Possible Points

This category addresses the Proposers ability to provide the products and perform installation within the timeframe provided by the Proposer. Time is of the essence for this project.

100 Total Possible Points

SCHEDULE OF SUBCONTRACTOR/MATERIAL SUPPLIER PARTICIPATION

As specified in the Standard Terms and Conditions of this Proposal Document, Proposers are to present the details of subcontractor/material supplier participation, including name, address, phone number, optional fax number, license number, and scope/category of Work. If none, please specify N/A and submit form with Proposal.

REFERENCES

As specified in the Standard Terms and Conditions of this Proposal Document, Proposers are to present the details of a minimum of three (3) references of similar Work. (Additional references may be submitted on a separate sheet.)

Company Name and Contact Name	Address, City, State, Zip Phone and EMail
1.	
	Phone:
	Email:
2.	
	Phone:
	Email:
3.	
	Phone:
	Email:
4.	
	Phone:
	Email:
5.	
	Phone:
	Email:

ANTI-KICKBACK AFFIDAVIT

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____
, who, after being by me first duly sworn, deposes and says:

(1) I am _____ of _____, the Proposer that has
submitted a Proposal to perform Work for the following project:

RFP#: HAB-2026-01 Project Name: Irrigation Pump Station Installation Work

(2) I, the undersigned, hereby depose and say that no portion of the Proposal amount in connection
with the Work to be performed at the property identified above will be paid to any employee of the
Habitat Community Development District or public officer as a commission, kickback, reward, or gift,
directly or indirectly, by me or any member of my firm or by an officer of the corporation.

Signature

Subscribed and sworn to (or affirmed) before me by means of _____ physical presence or
_____ online notarization this _____ day of _____ by
_____ who is personally known to me or who has produced
_____ as identification.

SEAL:

Notary Signature: _____

Notary Name: _____

Notary Public - State of Florida

My Commission#: _____

Expires on: _____

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

(1) He/she is _____ of _____, the Proposer that has submitted a Proposal to perform Work for the following:

RFP#: HAB-2026-01 Project Name: Irrigation Pump Station Installation Work

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Habitat Community Development District or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me by means of _____ physical presence or _____ online notarization this _____ day of _____, by _____, who is personally known to me or who has produced _____ as identification.

SEAL:

Notary Signature: _____

Notary Name: _____

Notary Public - State of Florida

My Commission #: _____

Expires on: _____

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Proposer certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The Proposer further certifies that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The Proposer agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of its Proposal. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Proposer agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Company Name and Address:

Signature

Name and Title

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization this _____ day of _____, by _____ as _____ of _____, who is personally known to me or has produced _____ as identification.

SEAL:

Notary Signature: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to

(print name of public entity)

By

(print individual's name and title)

for

(print name of entity submitting sworn statement)

2. Whose address is:

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

_____.

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

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

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

- i. A predecessor or successor of a person convicted of a public entity crime; or
- ii. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

____ Neither the entity submitting this sworn statement, nor one of its officers, directors, executives, partners, shareholders, members, and agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, members, and agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, members, and agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings, and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

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

(Signature)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization this _____ day of _____, by _____ as _____ of _____, who is personally known to me or has produced _____ as identification.

SEAL:

Notary Signature: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

(1) All prospective participants certify to the best of their knowledge and belief that it and each of its principals, and any company owned, controlled, or managed, directly or indirectly, by any such principles:

(a) Are not presently and have not within a five-year period preceding this Proposal been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or Local department or agency;

(b) Have not within a five-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a five-year period preceding this application/Proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

(2) Firms, individuals, partners, officers, or principals, including subcontractors, meeting the criteria of any or all of the above are precluded from submitting a Proposal. By signing below you are certifying that none of the above categories apply to any of the firms, individuals, partners, officers, or principals, including subcontractors, that are submitting this Proposal.

Name / Project Name

Signature / Project Number

Firm

Street Address

City, State, Zip

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING
CONTRACTING WITH SCRUTINIZED COMPANIES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
[print name of the public entity]
by _____
[print individual's name and title]
for _____
[print name of entity submitting sworn
statement] whose business address is

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

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

sworn statement: _____.)

2. I understand that, subject to limited exemptions, Section 287.135, Florida Statutes, declares a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, to be ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more. I further understand that Florida law may prohibit contracting with companies engaged in a boycott of Israel, on a forced labor vendor list, on any other applicable state restricted vendor list, or owned by, controlled by, or organized under the laws of a foreign country of concern to the extent prohibited by Sections 287.135, 287.138, 692.201-.204, or other applicable Florida law.
3. Based on information and belief, at the time the entity submitting this sworn statement submits its Proposal to the Habitat Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, is engaged in a boycott of Israel, is on any applicable forced labor vendor list or restricted vendor list, or is otherwise prohibited from contracting with HABCDD under Sections 287.135, 287.138, 692.201-.204, or other applicable Florida law.

4. If awarded the Contract, the entity will immediately notify the Habitat Community Development District in writing if either the entity or any of its officers, directors, executives, partners, shareholders, members, or agents is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engages in a boycott of Israel, is placed on any applicable forced labor vendor list or restricted vendor list, becomes owned by, controlled by, or organized under the laws of a foreign country of concern in a manner prohibited by Florida law, or otherwise becomes prohibited from contracting with HABCDD under applicable Florida law.

[signature]

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this

_____ day of _____, _____.

Personally known _____ or produced identification: _____

Notary Public _____

State of _____

My commission expires _____

(Printed, typed or stamped commission of notary public)

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of _____

County of _____

In accordance with Section 787.06(13), *Florida Statutes*, the undersigned, on behalf of _____ (the Contractor), hereby attests under penalty of perjury that the Contractor, to the best of my knowledge and reasonable belief, does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, entitled "Human Trafficking."

The undersigned is authorized to execute this affidavit on behalf of the Contractor.

Signature _____

Printed Name: _____

Title: _____

Date: _____

SWORN TO AND SUBSCRIBED before me by means of [_____] physical presence or [_____] online

notarization, this _____ day of _____, by

_____, as _____ of Contractor

_____, who is [_____] personally known to me or [_____] who produced

_____ as identification.

Notary Public

(Notary Seal)

BYRD ANTI LOBBYING AMENDMENT CERTIFICATION
(To be submitted with each proposal or offer exceeding \$100,000)

The undersigned, [Company] _____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

FORM AGREEMENT EXAMPLE

Contract No.: _____

District Award Date: _____

PUMP STATION REPLACEMENT AND INSTALLATION AGREEMENT

THIS PUMP STATION REPLACEMENT AND INSTALLATION AGREEMENT (the "**Contract**") is made and entered into this ____ day of _____, 202____ (the "**Effective Date**") by and between **HABITAT COMMUNITY DEVELOPMENT DISTRICT**, a unit of local special purpose government created pursuant to Chapter 190, Florida Statutes (hereinafter sometimes called the "**District**") and _____ (the "**Contractor**").

WITNESSETH:

WHEREAS, District desires to obtain the services of Contractor concerning certain irrigation pump station replacement and installation work within the Bella Terra subdivision situated in Lee County, Florida (the "**Project**"); and

WHEREAS, Contractor has submitted a bid proposal for provision of services to complete the Project; and

WHEREAS, Contractor represents that it has expertise in the type of services that will be required for the Project; and

WHEREAS, Contractor represents that it is familiar with the nature and extent of the Project and any local conditions that may in any manner affect the Project and the equipment, materials and labor required; and

WHEREAS, Contractor represents that it has examined carefully the specifications, form of agreement, and informed itself thoroughly regarding any and all conditions and requirements that may in any manner affect the Project.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions hereof, the parties agree as follows:

ARTICLE ONE

CONTRACTOR'S RESPONSIBILITY

1.1. The service to be performed by Contractor hereunder is the Project which consists of the work on real property located within the Bella Terra subdivision in Lee County, Florida as described in the Contract Documents (as defined in Article Five below), which Contract Documents are attached hereto and made a part hereof by reference (collectively, the "**Work**"). The obligations of Contractor hereunder shall include furnishing and maintaining any required bonds and insurance.

1.2. Contractor agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida, Village of Estero and Lee County, Florida, including, but not limited to, all licenses, if any, required by the respective state boards and other governmental agencies responsible for regulating and licensing the services to be provided and performed by Contractor pursuant to this Contract.

1.3. Contractor agrees that, when the services to be provided hereunder relate to a service which, under

Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, Contractor shall employ and/or retain only qualified personnel to provide such services.

1.4. Contractor agrees to employ and designate, in writing, within three (3) calendar days after the Effective Date, an individual to serve as Contractor's project manager (hereinafter referred to as the "**Project Manager**"). The Project Manager shall be authorized and responsible to act on behalf of Contractor with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Contract.

1.5. Contractor has represented to District that it has expertise in the type of services that will be required for the Work. Contractor agrees that all services to be provided by Contractor pursuant to this Contract shall be subject to District's review and written approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by Contractor hereunder. In the event of any conflicts in these requirements, Contractor shall notify District of such conflict in writing and utilize its best professional judgment to advise District regarding resolution of the conflict.

1.6. All permits necessary for the performance of the Work shall be procured and paid for by Contractor. Contractor shall be solely responsible for the actions of all employees and subcontractors it utilizes on the Project. All licenses necessary for Contractor's performance of the Work shall be procured, maintained, and paid for by Contractor. If Contractor performs any Work without obtaining, or contrary to, such permits and licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution and completion of the Work. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. To the extent required by Section 255.05, Florida Statutes, Contractor shall, before commencing the Work, deliver to the District and record in the public records payment and performance bonds in the form, amount, and manner required by Section 255.05, Florida Statutes, and shall provide the District with evidence of such recording.

1.7. Contractor agrees to keep the Project site clean and orderly at all times and free of debris, rubbish and waste materials arising out of the Work. At the completion of the Work and at the commencement of any period longer than one (1) week during which Contractor will not have workers on site, Contractor shall remove all debris, rubbish and waste materials from and about the Project site as well as all tools, appliances, construction equipment, machinery and surplus materials and shall leave the Project site clean and ready for occupancy and use by District.

Any existing surface or subsurface improvements, including but not limited to, pavements, curbs, cart paths, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated to be removed, repaired or altered, shall be protected by Contractor from damage or staining during the prosecution of the Work. Contractor shall not permit or allow the improper dumping or discharge of hazardous materials, chemicals, or other materials, into any lake or drainage structure adjacent or near the Project site. All existing surface or subsurface improvements damaged, stained, or improperly impacted by Contractor or its subcontractors and/or materialmen shall be returned to their pre-existing condition by Contractor at no cost to District.

Contractor shall be responsible for restoring any damage or staining to, and for maintenance and protection of, existing utilities and associated structures.

1.8. Contractor agrees that any and all damage to the Project site occurring at any time within the time period beginning with the commencement of the Work and ending with the completion of the Work shall be repaired and replaced by Contractor at Contractor's sole cost and expense. Such repairs must be completed in a manner acceptable to District, in the District's sole and absolute discretion.

1.9. Contractor agrees not to divulge, furnish or make available to any third person, firm or organization, without District's prior written consent, or unless incident to the proper performance of Contractor's obligations

hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Contractor hereunder, and Contractor shall require all of its employees, agents, suppliers, subconsultants, and subcontractors to comply with the provisions of this paragraph.

1.10. Except as otherwise provided herein, Contractor agrees not to disclose or use any information not available to members of the general public and gained by reason of Contractor's contractual relationship with District for the special gain or benefit of Contractor or for the special gain or benefit of any other person or entity.

1.11. Contractor warrants to District that all materials and equipment furnished under this Contract will be of good quality and new, unless otherwise required or permitted by the Contract Documents, and that the Work will conform to the requirements and specifications of the Contract Documents. Contractor warrants and guarantees to District all portions of the Project against poor workmanship and faulty or defective materials for a period of twelve (12) months after final payment hereunder and shall immediately correct any defects, which may appear during this period upon notification by District. Neither final acceptance of the Project, nor final payment therefore, nor any provision of the Contract shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials provided under this Contract are found to be defective, deficient or not in accordance with the Contract, and without intending to limit any other remedies, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Further, the Contractor hereby assigns all manufacturers' warranties to the District, and shall provide evidence of the same with the Contractor's submittal of its final payment application. Any Contractor or manufacturer warranty statement applicable to the Work shall be supplemental to, and shall not limit, waive, disclaim, or replace, the warranties, obligations, rights, or remedies provided in this Contract or available to the District at law or in equity.

1.12 **PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Mandie Rainwater ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Contract term and following the Contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Failure of Contractor to comply with Section 119.0701, Florida Statutes may subject Contractor to penalties under Section 119.10, Florida Statutes. Further, in the event Contractor fails to comply with this Section or Section 119.0701, Florida Statutes, District shall be entitled to any and all remedies at law or in equity. The following statement is required to be included in this Contract pursuant to Section 119.0701(2), Florida Statutes:

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT MANDIE RAINWATER, TELEPHONE: (239) 690-7100, EMAIL: MRAINWATER@CDDMANAGEMENT.COM, AND MAILING ADDRESS: 3820 COLONIAL BLVD., SUITE 101, FT. MYERS, FLORIDA 33966.

ARTICLE TWO

DISTRICT'S RESPONSIBILITIES

2.1. District has designated Mandie Rainwater as the project coordinator to act as District's representative with respect to the services to be rendered under this Contract (the "**Project Coordinator**"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define District's policies and decisions with respect to Contractor's services for the Project. However, the Project Coordinator is not authorized, without evidence of approval by District's Board of Supervisors, to issue any verbal or written orders or instructions to Contractor that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of the Work to be provided and performed by Contractor hereunder;
- (b) The time Contractor is obligated to commence and complete the Work; or
- (c) The maximum amount of compensation District is obligated or committed to pay Contractor.

2.2. The Project Coordinator shall:

- (a) Review and make appropriate recommendations on all requests submitted by Contractor for payment for services and work provided and performed in accordance with this Contract;
- (b) Arrange for access to and make all provisions for Contractor to enter the Project site to perform the services to be provided by Contractor under this Contract; and
- (c) Provide notice to Contractor of any deficiencies or defects discovered by District with respect to the services to be rendered by Contractor hereunder.

ARTICLE THREE

AMOUNT OF CONTRACT

3.1 The District shall pay the Contractor in current United States funds for the performance of the Work, subject to additions and deductions by change order as provided in the Contract Documents, the not-to-exceed price of _____ Dollars (\$_____) (the "**Contract Price**").

ARTICLE FOUR

PROGRESS PAYMENTS/FINAL PAYMENTS

4.1 Progress Payments. Contractor may requisition payments for portions of the Work completed at intervals of not more than once a month. Contractor's requisition shall show a complete breakdown of the Work, the quantities completed and the amount due, together with a certification by Contractor that Contractor has disbursed to all subcontractors and suppliers their pro-rata shares of the payment out of previous progress payments received by Contractor for all work completed and materials furnished in the previous period or properly executed releases of liens by all subcontractors, suppliers and materialmen who were included in Contractor's previous applications for payment, and any other supporting documentation as may be required by the Project Coordinator or the Contract Documents. If applicable, as a condition precedent to payment, Contractor shall, if required by District, also furnish to District properly executed Waiver of Right of Claim Against the Payment Bond in the form as provided in Section 255.05, Florida Statutes from all subcontractors, materialmen, suppliers and other person or entity who has, or might have a claim against District for the work done on District's property. As a condition precedent to payment, Contractor shall, if required by District, also furnish to District properly executed Waiver of Right of Claim Against the Payment Bond in the form as provided in Section 255.05, Florida Statutes from all subcontractors, materialmen, suppliers and other person or entity who has, or might have a claim

against District for the work done on District's property. Each requisition shall be certified by Contractor and be submitted to the Project Coordinator and Bowman, Inc., District's engineer ("**District Engineer**"), in duplicate for approval. District shall approve or disapprove the requisition for payment within twenty (20) calendar days of receipt by the Project Coordinator and the District Engineer of Contractor's requisition for payment. Should District disapprove the requisition for payment, District shall, in writing, inform Contractor of the reasons therefor, which shall be stated with particularity, within the referenced twenty (20) calendar day period. If approved, District shall make payment to Contractor within said twenty (20) calendar day period.

4.2 Retainage. Retainage shall be withheld pursuant to Section 255.078, Florida Statutes. Five percent (5%) of all monies earned by Contractor shall be retained by District until the Work is completed and accepted by District as provided herein. Notwithstanding the foregoing or anything contained herein to the contrary, nothing herein shall prohibit District from withholding, and District shall not be required to pay or release to Contractor, any amounts that are the subject of a good faith dispute or otherwise the subject of a claim or demand by District against Contractor.

4.3 Final Inspection/Final Application for Payment. Within thirty (30) days after District's receipt of written notice from Contractor that the Work is complete and ready for final inspection, District shall make a final inspection and will notify Contractor in writing of any Work which is not in accordance with the requirements of the Contract Documents and describing what is required to render the Work complete, satisfactory, and acceptable (the "**Deficiency Notice**"). Notwithstanding the foregoing, District's failure to include any corrective Work or pending items not yet completed in the Deficiency Notice shall not alter or reduce the responsibility of Contractor to complete all the Work described herein. Not later than thirty (30) days after District's delivery to Contractor of the Deficiency Notice, Contractor shall correct, complete, or remedy any and all Work noted in the Deficiency Notice. After Contractor has completed all such corrections to the satisfaction of the Project Coordinator and the District Engineer and delivered all maintenance and operating instructions, schedules, guarantees, certificates of inspection, marked up record documents and other documents required by the Contract Documents, the Project Coordinator shall confirm promptly by written notice to Contractor that the Work has been accepted by District as of such date (the date of Acceptance). After the Project Coordinator has indicated that the Work is acceptable and the Project has reached final completion, Contractor may then make application for final payment. The final application for payment shall be accompanied by (1) complete and legally effective releases or waivers of all construction liens arising out of or filed in connection with the Work; (2) waivers and releases covering in full all labor, materials and equipment for which a lien could be filed; (3) separate Waiver of Right of Claim Against the Payment Bond in the form as provided in Section 255.05, Florida Statutes from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has, or might have a claim against the District; (4) if applicable, consent(s) of surety to final payment; and (5) a final affidavit stating that all laborers, materialmen, suppliers and subcontractors who worked for Contractor under this Contract have been paid in full or if the fact be otherwise, identifying the name of each lienor who has not been paid in full and the amount due or to become due each for labor, services or materials furnished. For the avoidance of doubt, the process described in this Section 4.3 is intended to satisfy the requirements set forth in Section 218.735(7), Florida Statutes.

4.4 Final Payment and Acceptance. If, on the basis of the District Engineer's and the Project Coordinator's observation of the Work during construction and final inspection, and the District Engineer's review of the final application for payment and accompanying documentation, the District Engineer and the Project Coordinator are satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, the District Engineer will, within ten (10) days after receipt of the final application for payment, indicate in writing the District Engineer's recommendation of payment and present the application to the Project Coordinator for final approval and payment. Otherwise, the Project Coordinator and/or the District Engineer will return the application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the application within twenty (20) calendar days after presentation to the Project Coordinator of the final application and accompanying documentation, in appropriate form and substance, and with the District Engineer's recommendation and notice of acceptability, the final payment constituting the entire unpaid balance of the Contract Price shall be paid by

District to Contractor.

(a) The making of final payment shall constitute a waiver of claims by District except those arising from:

- (1) Liens, claims, security interests or encumbrances arising out of this Contract and unsettled.
- (2) Faulty or defective work and latent defects discovered after acceptance.
- (3) Failure of the work to comply with the requirements of the Contract Documents.
- (4) Terms of special warranties required by the Contract Documents.
- (5) Any of Contractor's continuing obligations under this Contract.

(b) Contractor's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against District arising out of this Contract or otherwise related to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final payment. Neither the acceptance of Contractor's services nor payment by District shall be deemed to be a waiver of any of District's rights against Contractor.

4.5 District's Right to Withhold Payment. Notwithstanding anything herein to the contrary, District may, upon written notice to Contractor, withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of and of the following:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating the probable filing of claims by other parties against Contractor.
- (c) Failure of Contractor to make payment to subcontractors or suppliers for materials or labor.
- (d) Damage to another contractor not remedied.
- (e) Liability for liquidated damages, if applicable, has been incurred by Contractor.
- (f) Reasonable evidence that the work will not be completed within the time set forth in Section 6.1.
 - (g) Failure to carry out the work in accordance with the Contract Documents.
 - (h) Damage to the District's property or private property arising out of this Contract.

When the above grounds are removed or resolved or Contractor provides a surety bond satisfactory to District, which will protect District in the amount withheld, payment may be made in whole or in part.

4.6 Florida Prompt Payment Act. The above notwithstanding, except as otherwise provided, all payments to Contractor shall be paid in accordance with the provisions of Part VII, Chapter 218, Florida Statutes, as amended from time to time. Specifically, if a dispute between District and Contractor cannot be resolved pursuant to the applicable procedures set forth in Section 218.735, Florida Statutes, the dispute shall be finally determined by the District pursuant to internal dispute resolution procedures adopted by the District. District and Contractor shall commence dispute resolution proceedings within forty-five (45) days after the date the payment request or proper invoice was received by the District and concluded by final decision of the District within sixty (60) days after the date the payment request or proper invoice was received by the District.

ARTICLE FIVE

CONTRACT DOCUMENTS

Contractor shall furnish all labor, equipment, and materials and perform the Work for the Contract Price in strict accordance with the following documents, which documents shall collectively be known as the "Contract Documents":

- 5.1 Pump Station Replacement and Installation Agreement - Habitat Community Development District
- 5.1.1 RFP #HAB-2026-____ (a copy is attached hereto and incorporated herein as Exhibit "A")
- 5.1.2 Contractor's Bid Proposal (attached hereto and incorporated herein as Exhibit "B"), but only for the

technical specifications and the thirty-five percent (35%) deposit due with the signed Contract prior to commencement of the Work, and not for any other payment terms, interest, no-retainage, collection-cost, Hoover terms-and-conditions, warranty-limitation, disclaimer, or remedy-limitation language

5.1.3 Certificate(s) of Insurance as required hereunder

5.1.4 Payment and Performance Bond

ARTICLE SIX

TIME OF COMMENCEMENT AND FINAL COMPLETION

6.1 The Work to be performed by Contractor shall be commenced subsequent to the execution of this Contract on or before _____, 202____ and shall be completed on or before _____, 202____. Time is of the essence with respect to the performance of this Contract and District will suffer financial loss if the Work is not completed within the times specified in this Section, plus any extensions thereof allowed by change order.

ARTICLE SEVEN

INSURANCE

7.1. Contractor shall obtain and carry, at all times during its performance under the Contract Documents at its sole cost and expense, the following insurance, including any additional insurance required under the Contract Documents:

- (a) Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate, and \$1,000,000 per employee per disease.

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

No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.

- (b) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$100,000 fire legal liability. Products/completed operations coverage shall be maintained for a period of not less than two (2) years after final completion and acceptance of the Work.
- (c) Contractual liability insurance covering all liability arising out of the terms of the Contract Documents.
- (d) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed. Said insurance shall also to include insured/underinsured motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
- (e) Contractor's Pollution Liability insurance covering bodily injury, property damage, cleanup costs, and remediation expenses arising from pollution conditions resulting from the Work, in the

minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. If written on a claims-made basis, such coverage shall be maintained, or an extended reporting period provided, for a period of not less than two (2) years after final completion and acceptance of the Work.

District, its supervisors, officers, agents, employees and staff shall be named as non-contributory additional insureds on all policies, with the exception of the Worker's Compensation policy, and each policy shall be endorsed that such coverage shall be primary to any similar coverage carried by District. All policies shall include a waiver of subrogation in favor of the District.

7.2 Certificates of insurance acceptable to District shall be filed with District prior to the commencement of the Work. Said certificate shall clearly indicate type of insurance, amount and classification in strict accordance with the foregoing requirements. Contractor shall provide District with at least thirty (30) days' prior written notice of cancellation, non-renewal, or material change to any required insurance policy (or ten (10) days' notice in the case of cancellation for non-payment of premium).

7.3 All insurance policies required of Contractor shall be issued by a company authorized to do business under the laws of the State of Florida, with a minimum A.M. Best Rating of "A".

7.4 The acceptance by District of any Certificate of Insurance does not constitute approval or agreement by District that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of this Contract.

7.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in this Section unless such insurance requirements for the subcontractor are expressly waived in writing by District.

7.6 Should at any time Contractor not maintain the insurance coverages required herein, District may terminate this Contract or at its sole discretion shall have the right, but not the obligation, to purchase such coverages and charge Contractor for such coverages purchased. District shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of District to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

7.7 If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of this Contract, Contractor shall furnish to District renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of Contractor to provide District with such renewal certificate(s) shall give District the unilateral right, but not the obligation, to terminate this Contract.

ARTICLE EIGHT

MISCELLANEOUS PROVISIONS

8.1 Terms used in the Contract which are not defined herein shall have the meaning designated in the Contract Documents.

8.2 District and Contractor each binds itself, its successors, assigns and legal representatives to the other party hereto, and such party's successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.3 Contractor shall not assign or transfer this Contract or its rights, benefits, or obligations without the prior written approval of District. Contractor shall have the right to employ other persons and/or firms to serve as subcontractors in connection with the requirements of the Contract Documents.

8.4 Contractor shall indemnify and hold harmless the District and its supervisors, officers, agents, employees and staff from and against any and all liability, damages, losses and costs, including reasonable attorney's fees, arising out of, resulting from or based on this Contract or arising out of, resulting from or based on performance of work under this Project, or failure to comply with the terms of this Contract, including any claims or liability arising from, or based on, the violation of any laws, ordinances, rules, regulations, orders or decrees, whether by itself, its employees, or subcontractors, and which is caused in whole or in part by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Contractor hereby acknowledges that the first \$100.00 paid under this Contract constitutes sufficient and valuable consideration from District to Contractor as specific consideration for this indemnification. Contractor agrees that nothing in this Section or this Contract shall serve or be construed as a waiver of the District's sovereign immunity or of any limitations on liability, rights, protections, or defenses available to the District under Section 768.28, Florida Statutes, or any other law.

8.5 Equal Opportunity. Contractor assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.

8.6 E-Verify. Contractor shall comply with all applicable requirements of Section 448.095, Florida Statutes. Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If Contractor enters into a contract with a subcontractor relating to the services under this Contract, the subcontractor must register with and use the E-Verify system and provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain for District a copy of said affidavit for the duration of the contract with the subcontractor and provide a copy to District upon request. For purposes of this section, the term "subcontractor" shall have such meaning as provided in Section 448.095(1)(e), Florida Statutes and the term "unauthorized alien" shall have such meaning as provided in Section 448.095(1)(f), Florida Statutes.

If Contractor has a good faith belief that a subcontractor with which it is contracting has knowingly violated Section 448.095, Florida Statutes, then Contractor shall terminate the contract with such person or entity. Further, if District has a good faith belief that a subcontractor of Contractor knowingly violated Section 448.095, Florida Statutes, but Contractor otherwise complied with its obligations hereunder, District shall promptly notify Contractor and upon said notification, Contractor shall immediately terminate its contract with the subcontractor.

Notwithstanding anything else in this Contract to the contrary, District may immediately terminate this Contract for cause if there is a good faith belief that Contractor knowingly violated the provisions of Section 448.095, Florida Statutes, and any termination thereunder shall in no event be considered a breach of contract by District. Pursuant to Section 448.095(5)(c)(3), in the event of a termination hereunder, Contractor shall be liable for any additional costs incurred by the District as a result of the termination of this Contract.

By entering into this Contract, Contractor represents that no public employer has terminated a contract with Contractor under Section 448.095(5)(c)(3), Florida Statutes, within the year immediately preceding the date of this Contract. District has materially relied on this representation in entering into this Contract with the Contractor.

8.7 Public Entity Crimes. In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal/bid on a contract/agreement with a public entity for the construction or repair of a public building or public work, may not submit proposals/bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Contractor affirmatively represents that neither it or its owners, subcontractor or sub-subcontractor are nor will be on the convicted vendor list during the term of this Contract.

8.8 In any action or proceeding arising between the parties relating to the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorney fees, expenses, and all court costs, including fees and costs incurred through any appeal, from the non-prevailing party.

8.9 The headings of the Articles, Schedules, Parts and Attachments as contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles and any schedules or attachments.

8.10 This Contract, including the referenced exhibits attached hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Contract.

8.11 No Liens. The Contractor shall not allow or permit any liens to be filed as to the District property and shall take all steps necessary to remove any lien that is filed. If any liens shall be filed against the District property, Contractor shall cause such liens to be released, satisfied and discharged of record, or transferred to cash or surety bond in accordance with applicable law within five (5) days from the date Contractor receives notice and confirmation that such liens have been filed or recorded. Contractor agrees to indemnify and hold harmless the District from any liens or claims arising out of Contractor's performance of the Work. This indemnification and obligations shall survive the completion of the Work.

ARTICLE NINE DEFAULT/TERMINATION

9.1. Contractor shall be in default of its obligations under this Contract if (i) it fails to begin work in compliance with the Contract, (ii) fails to properly and timely perform the Work as directed by the engineer or as provided for in the approved Schedule of Work, (iii) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such work as may be rejected, (iv) suspends Work for a period greater than five business days without the prior written consent of District, (v) fails to comply with any applicable codes, laws, ordinances, rules or regulations with respect to the work or (vi) breaches any other provision of this Contract.

In the event of a default, District shall provide written notice to Contractor stating the cause of the default and the actions that Contractor must take to cure the default. If, after seven (7) days from District's delivery of notice, Contractor fails to cure the default, District may terminate this Contract and take possession of all or any portion of the work and any materials on-site, and complete all or any portion of the work by whatever means, method, or agency District may choose in its sole discretion. Notwithstanding any termination of this Contract by District, the liability of Contractor shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained and obligations assumed by District acting in good faith under the belief that such were necessary or required in completing the work and in settlement, discharge or compromise of any claims, demands, suits and judgments pertaining to or arising out of the work.

9.2. If, after notice of termination of this Contract as provided for in paragraph 9.1 above, it is judicially determined that Contractor was not in default, or that its default was excusable, or that District otherwise was not entitled to the remedy against Contractor provided for in paragraph 9.1, then the notice of termination given pursuant to paragraph 9.1 shall be deemed to be the notice of termination provided for in paragraph 9.3 below and Contractor's remedies against District shall be the same as and limited to those afforded Contractor under paragraph 9.3 below.

9.3. District shall have the right to terminate this Contract without cause upon fifteen (15) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against District shall be limited to that portion of the Contract Price earned through the date of termination, together with any retainage withheld, if any, and any actual costs reasonably incurred by Contractor that are directly attributable

to the termination, but Contractor shall not be entitled to any other or further recovery against District, including, but not limited to, anticipated fees or profits on work not performed. To the extent any deposit or prior payment exceeds the amount earned by Contractor through the date of termination, Contractor shall promptly refund such excess to the District within fifteen (15) days after the termination date.

ARTICLE TEN
PAYMENT AND PERFORMANCE BOND

10.1 Contractor, prior to commencing the work, shall execute and record payment and performance a payment and performance bond in an amount equal to the cost of the Contract Price. The bond furnished by Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds and shall specifically reference Section 1.11 of this Contract. Notwithstanding the terms of the Contractor or any other law, the District may not make payment to the Contractor until the Contractor has provided to the District a certified copy of the recorded bond described herein. The bond furnished by Contractor shall be in form suitable to District and shall be executed by a surety, or sureties, reasonably acceptable to District.

ARTICLE ELEVEN
CONFLICT OF INTEREST

11.1. Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Contractor further represents that no persons having any such interest shall be employed to perform those services.

ARTICLE TWELVE
MODIFICATION

12.1. No modification or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

ARTICLE THIRTEEN
NOTICES AND ADDRESS OF RECORD

13.1. All notices, demands, requests or other communications made pursuant to, under or by virtue of this Contract must be in writing and either emailed, hand-delivered, delivered by next business day commercial courier (such as FedEx or UPS), or mailed through the United States Postal Service, to the party to which the notice, demand, request or communication is made, as follows:

IF TO THE DISTRICT:

Habitat Community Development District
Attn: District Manager
Premier District Management
3820 Colonial Blvd., Suite 101
Fort Myers, FL 33966
mrainwater@cddmanagement.com

WITH A COPY TO:

Coleman, Yovanovich & Koester, P.A.
Attention: Gregory L. Urbancic, Esq.

4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
gurbancic@cyklawfirm.com

IF TO THE CONTRACTOR:

Email: _____

Such addresses may be changed by written notice given to the address noted above. Any notice, demand, request or other communication shall be deemed to be given upon actual receipt in the case of email, hand-delivery or delivery by overnight courier, or two (2) business days after depositing the same in a letter box or by other means placed within the possession of the United States Postal Service, properly addressed to the party in accordance with the foregoing and with the proper amount of postage affixed thereto, if applicable. Legal counsel may deliver any notice on behalf of the party such counsel represents.

ARTICLE FOURTEEN
APPLICABLE LAW

14.1. Unless otherwise specified, this Contract shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Contract against the other party relating to or arising out of this Contract must be brought exclusively in the appropriate Florida state court in Lee County, Florida, and in no other venue or forum.

(Remainder of Page Intentionally Left Blank. Signatures begin on Next Page.)

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first written above.

DISTRICT:

**HABITAT COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Secretary/Assistant Secretary

Chairman/Vice Chairman

CONTRACTOR:

By: _____

Name: _____

Title: _____