

REQUEST FOR QUALIFICATIONS

**CONSTRUCTION MANAGER AT RISK SERVICES FOR
SPRING TRAINING SPORTS COMPLEX**

WEST VILLAGES IMPROVEMENT DISTRICT

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**WEST VILLAGES IMPROVEMENT DISTRICT
REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGER AT RISK
SPRING TRAINING SPORTS COMPLEX**

Sarasota County, Florida

The West Villages Improvement District (“**District**”) is soliciting qualification documents detailing qualifications to provide Construction Management Services for the construction of a spring training sports complex (“**Project**”). The selected Construction Management firm (“**CM**”) will provide preconstruction services and function as a General Contractor responsible for competitively bidding trade contracts, all scheduling and coordination of the Project, and the successful, timely, and economical completion of the Project, as more particularly described in the Request for Qualifications Package (“**RFQ**”). To be eligible to submit qualification documents (“**Response**”), and in addition to any other requirements set forth in the RFQ, an interested firm must: (i) hold all required local, state and federal licenses in good standing; (ii) be authorized to do business in Sarasota County and the State of Florida; and (iii) have previously worked on at least one spectator sport facility worth at least Thirty Million Dollars (\$30,000,000.00).

The RFQ may be downloaded from the District’s website at <http://westvillagesid.org/>. Respondents must provide contact information in order to download the RFQ, and, in that way, will be added to the District’s distribution list for the RFQ and any subsequent addenda thereto. The District reserves the right in its sole discretion to make changes to the RFQ up until the time of the opening, and to provide notice of such changes only to those Respondents who have downloaded an RFQ.

Each firm desiring to submit a response to the RFQ must submit an electronic copy of the firm’s response on a flash drive, and in a PDF format, along with one original and eight (8) copies of the firm’s response, no later than **12 p.m., Friday, April 14, 2017** to the District Engineer at c/o Stantec Consulting Services, Inc., 6900 Professional Parkway East, Sarasota, Florida 34240, ATTN: Mike Kennedy (“**District Engineer’s Office**”). The District Engineer will conduct a special public meeting at **12 p.m., Friday, April 14, 2017** at the District Engineer’s Office to open the responses and read the names of the Respondents, which names will be posted to the District’s website shortly thereafter. No official action will be taken at the meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law including but not limited to Chapter 190, *Florida Statutes*. A copy of the agenda for the meeting may be obtained from the District Engineer. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Engineer at least forty-eight (48) hours before the meeting by contacting the District Engineer. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Engineer.

Responses will be evaluated in accordance with the criteria included in the RFQ. The District reserves the right to reject any and all responses, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the Project in

phases, and waive minor or technical irregularities in any proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so.

Any protest of the RFQ must be filed with the District Engineer within 72 hours of download of the RFQ, together with a protest bond in a form acceptable to the District and in the amount of Six Hundred Fifty Thousand Dollars (\$650,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. Failure to timely file a protest will result in a waiver of proceedings under Chapter 190, *Florida Statutes*, and other law. Additional requirements for filing a protest can be found in the District's Rules of Procedure, which are available upon request.

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

Any and all questions relative to this RFQ or the Project shall be directed in writing by e-mail only to Mike Kennedy at mike.kennedy@stantec.com, with e-mail copies to Todd Wodraska at twodraska@sdsinc.org, and Jonathan Johnson at jonathanj@hgslaw.com. No phone inquiries please.

West Villages Improvement District
Mike Kennedy, District Engineer

REQUEST FOR QUALIFICATIONS – PROJECT INFORMATION PACKAGE CONSTRUCTION MANAGER AT RISK SERVICES

INTRODUCTION

The West Villages Improvement District (“**District**”) is soliciting qualification documents, as set forth in more detail herein (“**Response(s)**”), from qualified respondents (“**Respondent(s)**”) for pre-construction and construction manager at risk services for the construction of a spring training sports complex (“**Project**”). The Project will be located on approximately 70 acres of land and is presently designed to include a 6,500-seat stadium, team clubhouse, training facilities, practice baseball fields, multi-use fields and other features. One Respondent will be chosen to manage and oversee the construction of the Project. Preliminary budget estimates for the Project are approximately \$65 million. No minimum value is guaranteed.

The selected Construction Management firm (“**CM**”) will function as a General Contractor responsible for competitively bidding trade contracts, all scheduling and coordination of the Project, and the successful, timely, and economical completion of the Project. The selected CM will provide preconstruction services and enter into a contract with the District for such services. The preconstruction services are described in more detail in the Contract (defined below). The CM will also provide construction services and will be responsible for constructing the Project pursuant to either a contractually guaranteed maximum price or lump sum price with a guaranteed completion date. Those portions of the work that the CM does not customarily perform with the CM’s own personnel shall be performed under subcontracts or by other appropriate agreements with the CM. Unless otherwise permitted by the District, the CM must obtain at least three competitive bids from subcontractors and material/equipment suppliers when subcontracting, and shall determine, with the advice of the District and the Architect, which bids to accept. Any use of CM’s personnel and equipment shall be pre-approved in writing by the District, and the District shall have the right in its sole discretion to require the CM to subcontract for all such work. A draft form of “**Contract**” for the pre-construction and construction services is attached, or will be subsequently supplemented, to this Request for Qualifications (“**RFQ**”); however, the Contract terms are subject to negotiation, and the District expressly reserves the right to make changes to the Contract form.

Please note that any final Contract(s) for the Project is subject to appropriations and funding. Funding is reasonably expected to be in place in the near term (and in time for this RFQ process) for pre-construction activities. Construction funding is expected to be available in the fourth quarter of 2017, and from the proceeds of tax exempt bonds issued by the District, among other sources.

A. INSTRUCTIONS TO RESPONDENTS

1. Respondents shall submit their Response to this RFQ in a sealed envelope, (i) in an electronic “PDF” formatted copy on a flash drive, and (ii) in hard copies, including one original (clearly marked) and eight (8) copies (a total of nine (9) copies). Responses must be received no later than **12 p.m., Friday, April 14, 2017** (“**Submittal Date**”), to the attention of the “**District Engineer**”:

West Villages Improvement District
Attn: Mike Kennedy
c/o Stantec Consulting Services, Inc.
6900 Professional Parkway East
Sarasota, Florida 34240.

2. Respondents must indicate on their Response envelope the following:

- Construction Manager at Risk – West Villages Improvement District
- Date of Submittal
- Name of Respondent
- Return Address of Respondent

3. The time and date for receipt of Responses will be strictly observed. The Respondent shall assume full responsibility for timely delivery at the above-designated location for receipt of Responses. The District Engineer shall serve as the official authority to determine timeliness of the Response. Responses received after the specified time and date shall be returned unopened.

4. Questions concerning this RFQ must be directed by e-mail only to Mike Kennedy at mike.kennedy@stantec.com, with e-mail copies to Todd Wodraska at twodraska@sdsinc.org, and Jonathan Johnson at jonathanj@hgslaw.com, no later than **12 p.m., Thursday, April 6, 2017**. All questions received by the above deadline may be aggregated into a single document. Answers to all questions will be returned via email to all Respondents who have downloaded an RFQ, and will be posted to the District's website, <http://westvillagesid.org/>, on or before **5 p.m., Tuesday, April 11, 2017**. No answers will be mailed.

5. RFQ process event sequence:

- a) RFQ Notice is published and posted on the District's website, <http://westvillagesid.org/>, no later than **Wednesday, March 15, 2017**.
- b) Questions pertaining to this RFQ must be received by **12 p.m., Thursday, April 6, 2017**.
- c) Answers to questions will be posted to the District's website, <http://westvillagesid.org/>, no later than **5 p.m., Tuesday, April 11, 2017**.
- d) Respondents must submit Responses to the District Engineer by **12 p.m., Friday, April 14, 2017** -- i.e., the Submittal Date.
- e) Presentations by Respondents may be requested by the District and, if so, the date(s) for such presentations will be announced to all Respondents who have downloaded an RFQ.

6. No oral interpretation of this RFQ shall be considered binding. The District will be bound by information and statements only when such statements are written and executed under the authority of the District. Any interpretation, clarification, correction, or change to this RFQ will be made only by addendum. Written instructions regarding discrepancies, omissions, or unclear intents will be sent to all Respondents who have received the RFQ from the District.

Interpretations, corrections, or changes made in any other manner will not be binding, and Respondents shall not rely upon such interpretations, corrections, or changes.

7. Prior to submission of its Response, each Respondent shall ascertain that it has received all addenda issued. The Respondent shall acknowledge receipt of all addenda by completing the acknowledgment space provided on the Affidavit Regarding Response.

B. TERMS AND CONDITIONS

1. **REJECTION OF RESPONSES.** The District reserves the right to reject any and all Responses, and/or to re-advertise, to waive any irregularities, informalities, or technicalities therein, to negotiate the Contract terms with the successful Respondent, to disregard all non-conforming, non-responsive, unbalanced or conditional Responses, or to accept any Response which in the District's sole judgment will best serve the District's interests.

2. **RIGHT TO CANCEL.** The District reserves the right to cancel the award of any Contract at any time before the execution of either of the Contracts by all parties without any liability against the District. Additionally, once the Contract is entered into, the District reserves the right to terminate the Contract at any time, regardless whether the pre-construction services or construction services are complete. In consideration of the District's evaluation of submitted Responses, the Respondent, by submitting its Response, expressly waives any claim to damages of any kind whatsoever, in the event the District exercises its rights provided for in this subsection.

3. **REQUESTS FOR CLARIFICATION.** The District reserves the right to request clarification on information submitted from one or more Respondents after the deadline for receipt of Responses.

4. **PERMISSIVE INTERPRETATION.** The only mandatory requirements contained within this RFQ are that an interested firm must: (i) hold all required local, state and federal licenses in good standing, (ii) be authorized to do business in Sarasota County and the State of Florida; and (iii) have previously worked on at least one spectator sport facility worth at least Thirty Million Dollars (\$30,000,000.00). All of the requirements or provisions set forth in the RFQ shall be deemed "permissive," in that a Respondent's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Respondent's Response, but instead may be taken into account in the evaluation and scoring of the Response.

5. **COSTS OF PREPARATION.** Costs of preparation of a Response are solely those of the Respondent and the District assumes no responsibility for any such costs incurred by the Respondent.

6. **NOT A CONTRACT.** The Respondent understands that the RFQ does not constitute an agreement or contract with the District, and no contract rights or remedies shall be deemed to have accrued to Respondent herewith.

7. **DISQUALIFICATION.** Any Respondent who submits in its Response any information that is determined by the District, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration. Failure of any Respondent to comply with this RFQ may render the Respondent non-responsive and ineligible from further consideration.

8. **NO SOLICITATION.** Each Respondent warrants that they have not employed or retained any company or person to solicit or secure this RFQ where the Respondent has agreed to pay a fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this RFQ.

9. **APPROVALS.** All Respondents shall hold all required local, state and federal licenses, registrations and approvals necessary to perform the work contemplated by this RFQ in good standing and be authorized to conduct business in Sarasota County and the State of Florida.

10. **NO CONFLICTS.** The Respondent does hereby declare that it is the only person or persons interested in said Response; that it is a genuine Response not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; that it is made without any connection with any person submitting another Response for the same RFQ; that the Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham Response; that the Response is in all respects fair and without collusion, fraud, or mental reservations and that Respondent has not sought by collusion to obtain for itself any advantage over any other Respondent or over the District.

11. **LOBBYING.**

- a) Respondents are advised that the Respondent or anyone representing the Respondent is prohibited from communicating with any of District's Board of Supervisors or staff regarding its Response, i.e., a "**Cone of Silence.**"
- b) The Cone of Silence is in effect from the date of issuance of the RFQ (i.e., March 9, 2017), and terminates at the date/time that the District selects a Respondent, rejects all Responses, or otherwise takes action which ends the solicitation process.
- c) The exceptions to the Cone of Silence specifically include communications expressly authorized under this RFQ; contract negotiations during any public meeting; contract negotiations between any staff member of the District and the intended awardee; public presentations made to the District; or any written correspondence at any time with any employee unless specifically prohibited by the applicable competitive solicitation process.

12. **BOND AND INSURANCE REQUIREMENTS**

- a) Within five (5) days of the District and the selected Respondent entering into the Contract and agreeing to a guaranteed maximum price or lump sum, the CM shall furnish to the

District Public Payment and Performance Bonds in the amount of one hundred percent (100%) of the Contract price on forms provided by the District. The CM shall be responsible for recording the Public Payment and Performance Bonds.

- b) The Surety Company, in addition to the above requirements, shall be currently listed with the United States Department of Treasury for an amount greater than the Contract amount.
- c) The CM shall require the attorney-in-fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney.
- d) If CM obtains bonds from any subcontractor, the District shall be named as additional obligee.
- e) Insurance Requirements - The CM shall furnish to the District certificates of insurance evidencing the existence of current valid, and binding insurance policies for the limits and coverage available to the CM, or in accordance with the requirements delineated in the Contracts (if any exist in the form of Contracts), where such insurance is to be provided by CM, or as otherwise modified within the Contract documents, together with a declaration of deductible amounts applicable to each type of insurance provided, acceptable to the District.

13. **FAMILIARITY WITH THE LAW.** By submitting a Response, the Respondent is representing that it is familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work to be performed pursuant to this RFQ. Ignorance on the part of the Respondent will in no way relieve it from responsibility to perform in compliance with all such laws, ordinances and regulations.

14. **FINANCIALS.** The Respondent shall include as part of its Response proof of financial capability. Any Respondent entering into Contract negotiations with the District shall provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years, as required in the sole discretion of the District.

15. **SIGNATURE ON RESPONSE.** In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Respondent must correctly sign the Affidavit Regarding Responses. If the Respondent is a corporation, the Response should bear the seal of the corporation. Anyone signing the Response as agent shall file with the Response legal evidence of his or her authority to do so.

16. **DISTRICT'S RIGHT TO TAKE ACTIONS IN ITS BEST INTERESTS.** The District reserves the right to reject any and all Responses, make modifications to the work, award the Contract in whole or in part with or without cause, provide for the delivery of the Project in phases, and waive minor or technical irregularities in any Response, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so.

17. **INDEMNIFICATION.** The Respondent shall fully indemnify, defend and hold harmless the District, Sarasota County, and the City of North Port and the supervisors, members, directors, employees, staff, lawyers, engineers, architects, consultants, contractors, agents and representatives (together, “**Indemnitees**”) of all of the foregoing from and against all claims, damages, costs and losses arising, in whole or in part, from the contractor’s negligent or wrongful acts or omissions, or breach of contract, as more fully set forth in the Contract that forms part of this RFQ.

18. **LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District’s limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.

19. **PUBLIC RECORDS.** The District is a governmental entity, and, accordingly, the Responses will be publicly opened as stated herein. Additionally, it is likely that the Responses are or will become public record at some point in the procurement process. That said, Florida law does recognize certain exceptions from the public records laws. For example, financial statements submitted as part of a response to a proposal for a public works project may be exempt from disclosure. *See* Section 119.071(c), *Florida Statutes*. In the event that the Respondent believes that any particular portion of the Respondent’s Response is exempt from disclosure, the Respondent shall mark the exempt pages as “CONFIDENTIAL – EXEMPT FROM DISCLOSURE.” In the event that the District receives a public records request relating to such records, the District will notify the Respondent. In the event that the District reasonably and in good faith believes that the Respondent’s information is not confidential or exempt under Florida law, the District may provide the information in response to the request and will not be responsible for any liability, claims, damages or losses arising from such disclosure. In the event that a claim of any kind is filed challenging the confidentiality of the Respondent’s information, the District may require the Respondent to indemnify, defend and hold harmless the Indemnitees (as defined herein) from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, relating to the claim.

C. **RESPONSE SUBMITTAL REQUIREMENTS**

1. The contents of the Response submitted by the successful Respondent will become part of the contractual obligations.

2. It shall be understood that it is the intent of the District to insist that those indicated as a part of the CM’s team actually execute the Project and that the Project Manager for the CM be continually involved with the Project during the pre-construction and construction phases unless agreed to the contrary in writing by the District, or their employment with CM is terminated.

3. **Respondents must provide the following required information and forms with their Responses.** Failure to submit and completely fill out any or all of the required forms may result in the rejection of the Response or deductions in scoring.

- a) Letter of intent from a Surety Company indicating the Respondent’s bondability for this Project. The Surety shall acknowledge that the Respondent can be bonded for projects

with a potential construction cost of at least One Hundred Million Dollars (\$100,000,000.00). The Surety Company shall be currently listed with the United States Treasury for an amount greater than One Hundred Million Dollars (\$100,000,000.00).

- b) Response Certification Form
- c) Sworn Statement on Public Entity Crimes
- d) Sworn Statement regarding Scrutinized Companies
- e) Trench Safety Affidavit
- f) Response Form
- g) Related Experience: A detailed list of the projects that best illustrate the experience of the Respondent and staff which will be assigned to this Project. List no more than ten projects and include only projects which were completed within the last five years. Provide a secondary list of all projects in Florida which exceed Five Million Dollars (\$5,000,000.00) in cost and which were started in the last five (5) years. Provide the following information for each project listed in both lists:
 - i. Name and location of the project
 - ii. The nature of the Respondent's responsibility on this project including project delivery method.
 - iii. Provide the name, address, phone number, and e-mail address of an Owner's representative and Architect's representative who can be contacted to provide a reference.
 - iv. Size of project (dollar value and square footage of project)
 - v. Construction cost
 - vi. Present status of the project; date project was completed or is anticipated to be completed
 - vii. Key professionals involved on listed project who would be assigned to this Project
- h) Pre-Construction Services Staff: Includes management, technical and support staff. Provide a project organizational chart. Give a brief résumé of key persons to be assigned to this Project including, but not limited to:
 - i. Name and title
 - ii. Current project assignments, including percentage of time dedicated to each project that may overlap with the Project
 - iii. How many years with this firm? Other firms?
 - iv. Experience: Types of projects, size of projects (dollar value & square footage of project), and job assignment
 - v. Education and registrations
 - vi. Other experience and qualifications that are relevant to this Project

- vii. Present office location
- i) Construction Services Staff: Provide an organizational chart and résumés of the key on-site staff which may be assigned to the Project including, but not limited to:
 - i. Name and title
 - ii. Current project assignments, including percentage of time dedicated to each project that may overlap with the Project
 - iii. How many years with this firm? Other firms?
 - iv. Experience: Types of projects, size of projects (dollar value & square footage of project), and job assignment
 - v. Education and registrations
 - vi. Other experience and qualifications that are relevant to this Project
- j) Project Management Services:
 - i. Describe the capabilities of your firm to provide the technical services required for: design reviews, budget estimating, value engineering, constructability analysis, construction scheduling, quality control (design and construction), cost control, claims management, and project close-out.
- k) Location of Offices:
 - i. Provide address of each office from which staff may be assigned to this Project and list total number of employees by job function.
- l) Claims and Litigation History
 - i. List all claims, arbitrations, administrative hearings, lawsuits, or criminal proceedings brought by or against the Respondent during the last five (5) years. The list shall include the name of the Project over which the dispute arose, a description of the amount in dispute, and the subject matter of the dispute.

D. SELECTION PROCESS

1. The purpose of the rating procedures is to equitably judge the Responses to the RFQ. Each Response will be scored and evaluated by an evaluation committee appointed by the District's Board of Supervisors, which shall be the entity responsible for reviewing and ranking all Responses ("**Evaluation Committee**").

2. During the selection process, the Evaluation Committee will review and score each and every Response separately at a publicly noticed meeting. As discussed more below, the Evaluation Committee reserves, and may exercise, the right to require all Respondents to attend the public meeting, during which time each Respondent will have the option of presenting its Response to the Evaluation Committee. After the Evaluation Committee reviews and ranks each Response, it will submit all ranked Responses to the District's Board of Supervisors. The

District’s Board will review the Evaluation Committee’s rankings and make the final determination regarding the award of the contract.

3. The Evaluation Committee shall score each Category, as defined below. When the scores awarded for all Categories are totaled, the scores will be tabulated and added to achieve the total points awarded to each Respondent (“**Total Points**”). The Total Points awarded to each Respondent will be ranked 1, 2, 3, 4, etc. with the highest point total ranked 1, the next highest points total ranked 2, etc. The ranking of each Respondent will be tabulated from each Evaluation Committee Member and combined with other Evaluation Committee Members to determine the total score for the Respondent.

E. SCORING CRITERIA FOR SUBMITTALS

The “**Scoring Criteria**” is made up of the categories below (“**Category(ies)**”) that collectively represent a grand total point value of one hundred (100) points, as described herein. The points indicated below as “**Points Possible**” are the maximum that can be allocated for each category. The point value shall be the basis of reviewing and ranking the Responses.

<u>EVALUATION CATEGORIES</u>	<u>POINTS POSSIBLE</u>
• Related Experience	25
• Pre-Construction Services Staff	25
• Construction Services Staff	25
• Volume of Previous County Work	5
• Location of Offices	5
• Willingness to Meet Time and Budget Requirements	5
• Recent, Current and Projected Workloads	5
• Certified Minority Business Enterprise	<u>5</u>
GRAND TOTAL OF POINTS	100 POINTS

SCORING CRITERIA

1. CATEGORY 1 Experience and Qualifications 25 Points Possible

Scoring Criteria: Respondent’s experience with similar projects in design, type, scope, and complexity, with emphasis on utilizing the construction management process; the successful completion of such comparable projects; experience in bringing innovative and creative input to previous projects, including constructing facilities similar to those contemplated by the Project and in retaining qualified subcontractors in competitive markets; the recommendations of previous Owners and Architects; litigation history; Respondent’s experience with and knowledge of local conditions, such as local codes and ordinances, local subcontractors, local suppliers, and the local construction environment generally; and, based on all of Respondent’s related experience, Respondent’s plan for performing the Project, including its method to competitively bid the subcontracts and

establish a guaranteed maximum price or lump sum price as well as cost reporting methods.

2. CATEGORY 2 Pre-Construction Services Staff 25 Points Possible

Scoring Criteria: The general and specified project-related capabilities of the Respondent's staff (including office, management, technical, and support staff) and the organization's adequate resources and abilities that staff may utilize as needed; and the experience of Respondent's staff with construction management, public projects, and similar projects.

3. CATEGORY 3 Construction Services Staff 25 Points Possible

Scoring Criteria: Respondent's Project Manager for the Project and other key construction services staff to be assigned to the Project (altogether, "**Construction Services Staff**"); the functions and proposed roles of the Construction Services Staff; the abilities and experience of the Construction Services Staff, with specific attention given to project-related experience and the knowledge and experience in evaluating building systems and construction techniques to create an optimum value in the design and budget requirements; the history and ability of the Respondent and the Construction Services Staff to deliver projects using effective management tools and techniques; and Respondent's scheduling system and cost control system, including method for assuring the adherence of Construction Services Staff and subcontractors to schedule.

4. CATEGORY 4 Volume of Previous District Work 5 Points Possible

Scoring Criteria: The volume of the Respondent's previous work within the past five (5) years with the District will be considered with the objective to share the available work with many firms.

5. CATEGORY 5 Location of Offices 5 Points Possible

Scoring Criteria: Points will be awarded primarily for the closeness of the Respondent's office to the District which will have direct responsibility for this Project with adjustments for other offices involved with the Project.

6. CATEGORY 6 Willingness to Meet Time and Budget Requirements 5 Points Possible

Scoring Criteria: Respondent's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects, etc.

7. CATEGORY 7 Recent, Current and Projected Workloads 5 Possible Points

Scoring Criteria: Respondent's recent, current and projected workloads.

8. CATEGORY 8 Certified Minority Business Enterprise 5 Points Possible

Scoring Criteria: Whether the firm is a Certified Minority Business Enterprise. Here, the Evaluation Committee will award either all eligible points or none.

F. PRESENTATIONS FOR EVALUATION COMMITTEE

1. As aforementioned, the Evaluation Committee reserves, and may exercise, the right to require all Respondents to attend a duly noticed public meeting, during which time each Respondent will have the option of presenting its Response to the Evaluation Committee.
2. If the Evaluation Committee exercises its right to request presentations, it will notify all Respondents who have downloaded an RFQ of the date and time for such presentations.

G. AWARD OF CONTRACT

1. Evaluation Committee tabulations and Notification from District with recommended awards made in accordance with the RFQ will be posted on the District website, <http://westvillagesid.org/>, for review by interested parties and will remain posted for a period of five (5) business days. Such information will also be e-mailed to each Respondent.
2. Any protest regarding any portion of this RFQ, including, but not limited to, the evaluation criteria, specifications or other requirements contained in the RFQ, must be filed in writing at the District Engineer's Office, within seventy-two (72) hours after the receipt of the RFQ. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to any matter relating to the RFQ.

Any person who files a notice of protest regarding the RFQ, or regarding any ranking or intended award by the District, shall post a protest bond in a form acceptable to the District and in the amount of Six Hundred Fifty Thousand Dollars (\$650,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor. **REGARDLESS OF WHETHER A PROTEST OF ANY KIND IS FILED, AND IN ORDER TO AVOID ADVERSE FINANCIAL EFFECTS ON THE DISTRICT AND THE PROJECT RESULTING FROM ANY DELAY, THE RESPONDENT AGREES THAT THE DISTRICT MAY PROCEED WITH THE PROJECT PURSUANT TO A CONTRACT WITH THE RESPONDENT SELECTED BY THE DISTRICT.**

**WEST VILLAGES IMPROVEMENT DISTRICT
REQUEST FOR QUALIFICATIONS FOR
CONSTRUCTION MANAGER AT RISK SERVICES FOR
SPRING TRAINING SPORTS COMPLEX**

AFFIDAVIT REGARDING RESPONSE

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

Authorization

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“**Respondent**”), and am authorized to make this Affidavit Regarding Response on behalf of Respondent. Proof of such authorization is attached hereto.

2. I assisted with the preparation of, and have reviewed, the Respondent’s Response (“**Response**”) provided in response to the West Villages Improvement District (“**District**”) Request for Qualifications for Construction Manager at Risk Services for Spring Training Sports Complex (“**RFQ**”). All of the information provided in the Response is full and complete, and truthful and accurate. I understand that inclusion of false, deceptive or fraudulent statements, or the failure to include full and complete answers, may constitute fraud, and, that, among other remedies, the District may consider such action on the part of the Respondent to constitute good cause for rejection of the Response.

Receipt of Documents

3. The Respondent acknowledges the receipt of the complete RFQ as provided by the District. Additionally, the Respondent acknowledges receipt of the following addenda:

Addendum No. _____	Dated _____

Non-Collusion

4. The Response is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5. Neither Respondent nor its affiliates, subsidiaries, officers, director, or employees are currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to a public procurement process, on any public contract, except as follows:

Agreements Regarding Records and RFQ

6. The Respondent authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the West Villages Improvement District, or its authorized agents, deemed necessary to verify the statements made in the Response, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Respondent.

7. By signing below, and by not filing a protest within the seventy-two (72) hour period after receipt of the RFQ, the Respondent acknowledges that (i) the Respondent has read, understood, and accepted the RFQ; (ii) the Respondent has had an opportunity to consult with legal counsel regarding the RFQ; (iii) the Respondent has agreed to the terms of the RFQ; and (iv) the Respondent has waived any right to challenge any matter relating to the RFQ, including but not limited to any protest relating to the notice, the Response instructions, the Response forms, the Contracts forms, the scope of work, the evaluation criteria, the evaluation process established in the RFQ, or any other issues or items relating to the RFQ. IN THE EVENT A PROTEST OF ANY KIND IS FILED, THE RESPONDENT AGREES THAT ANY DELAY IN THE PROJECT WILL HAVE ADVERSE CONSEQUENCES ON THE DISTRICT AND THE PROJECT, AND, ACCORDINGLY, THE RESPONDENT WAIVES ANY RIGHT TO ENJOIN OR OTHERWISE PREVENT THE DISTRICT FROM PROCEEDING WITH THE PROJECT PURSUANT TO A CONTRACT WITH THE RESPONDENT SELECTED BY THE DISTRICT.

[CONTINUED ON NEXT PAGE]

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AFFIDAVIT REGARDING RESPONSE AND THAT THE FACTS STATED IN IT ARE TRUE AND CORRECT.

Dated this _____ day of _____, 2017.

(Corporate Seal, if applicable)

(Name of Respondent)

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me this ____ day of _____, 2017, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT: Attach Proof of Authorization to Sign

**WEST VILLAGES IMPROVEMENT DISTRICT
REQUEST FOR QUALIFICATIONS FOR
CONSTRUCTION MANAGER AT RISK SERVICES FOR
SPRING TRAINING SPORTS COMPLEX**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(N)
FLORIDA STATUTES, ON PUBLIC ENTITY 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 West Villages Improvement District
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

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

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

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

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

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

Dated this _____ day of _____, 2017.

(Corporate Seal, if applicable)

(Name of Respondent)

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn and subscribed before me this ____ day of _____, 2017, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

**WEST VILLAGES IMPROVEMENT DISTRICT
REQUEST FOR QUALIFICATIONS FOR
CONSTRUCTION MANAGER AT RISK SERVICES FOR
SPRING TRAINING SPORTS COMPLEX**

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING
SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES
WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST**

1. This sworn statement is submitted to West Villages Improvement District

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

2. I understand that, subject to limited exemptions, section 287.135, Florida Statutes, provides that a company that at the time of bidding or submitting a Response for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, is ineligible for, and may not bid on, submit a Response for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the entity submitting this sworn statement submits its Response to the West Villages Improvement District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
4. If awarded the contract, the entity will immediately notify the West Villages Improvement 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.

The foregoing SWORN STATEMENT PURSUANT TO SECTION 287.135(5) is dated this _____ day of _____, 2017.

(Corporate Seal, if applicable)

(Name of Respondent)

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me this ____ day of _____, 2017, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

**WEST VILLAGES IMPROVEMENT DISTRICT
REQUEST FOR QUALIFICATIONS FOR
CONSTRUCTION MANAGER AT RISK SERVICES FOR
SPRING TRAINING SPORTS COMPLEX**

TRENCH SAFETY AFFIDAVIT

Trench excavations on the _____ are expected to be in excess of five feet (5') deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P, trench safety standards will be in effect during the period of construction of the Project. Undersigned acknowledges that included in the various items of its Response are costs for complying with the Florida Trench Safety Act (90-96, Laws of FL) effective October 1, 1990, and hereby gives assurance that the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Respondent further identifies the costs as follows:

Trench Safety Item (Description)	Unit Quantity	Units of Measure (LF, SY)	Unit Cost	Extended Cost
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
			TOTALS\$	_____

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AFFIDAVIT AND THAT THE FACTS STATED IN IT ARE TRUE.

(Corporate Seal, if applicable)

(Name of Respondent)

By: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me this ____ day of _____, 2017, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

**WEST VILLAGES IMPROVEMENT DISTRICT
REQUEST FOR QUALIFICATIONS FOR
CONSTRUCTION MANAGER AT RISK SERVICES FOR
SPRING TRAINING SPORTS COMPLEX**

RESPONSE FORM – (A) GENERAL INFORMATION

1. *Respondent General Information*

Respondent Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

(Attach a chart showing ownership structure of Respondent.)

2. Company Standing

Respondent's form of entity: _____

(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Respondent organized? _____

Date _____ Charter Number (if applicable) _____

Is the Respondent in good standing with that State? Yes ___ No ___

If no, please explain _____

Is the Respondent registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ___ No ___

If no, please explain _____

3. Licensure

Please list all applicable state and federal licenses or registrations, including but not limited to those for the State of Florida and Sarasota County:

For each registration or license, provide the following information:

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

License No. _____ Expiration Date _____

Qualifying Individual Title _____

List company(ies) currently qualified under this license _____

Is the registration or license in good standing? Yes ___ No ___

If no, please explain _____

(Attach photocopies of each listed license or registration, and additional sheets as necessary.)

4. *What are the Respondent's current insurance limits?*

General Liability \$ _____

Automobile Liability \$ _____

Workers Compensation \$ _____

Pollution Insurance \$ _____

Contractual Liability \$ _____

Professional Liability \$ _____

_____ \$ _____

(Other)

Expiration Date _____

(Attach a copy of a current insurance certificate evidencing the contractor's insurance.)

5. ***What are the Respondent's current bonding limits?***

Name of Respondent's Bonding Company _____

Address _____

Approved Bonding Capacities:

Aggregate Limit \$ _____

Single Project Limit \$ _____

Total Current Contracts Bonded \$ _____

Name of Respondent's Bonding Agency _____

Address _____

Contact Name _____ Telephone _____

6. ***List the location of Respondent's office that would perform the work.***

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax No. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

7. ***List the Proper's total annual dollar value of work completed for each of the last three (3) years:***

(2016) _____, (2015) _____, (2014) _____

8. ***Has the Respondent previously performed work for an independent special district or other governmental entity?***
Yes () No ()

If yes, describe:

9. ***Has the Respondent previously performed work for at least one spectator sport facility worth at least Thirty Million Dollars (\$30,000,000.00)?***
Yes () No ()

If yes, describe:

10. ***Has the Respondent company been cited by OSHA for any job site or company office/shop safety violations in the past two years? Yes () No ()***

If yes, please describe each violation fine, and resolution _____

What is the Respondent's current worker compensation rating? _____

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

If yes, please describe the incident: _____

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

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

The state(s) where barred or suspended _____

State the period(s) of debarment or suspension _____

12. ***Have you ever failed to complete any work awarded to you or had any contracts terminated before the work was completed? Yes () No ()***

If so, where and why? _____

13. ***Has any officer or partner of your organization ever been an officer, partner, or owner of some other organization that has failed to complete a construction contract? Yes () No ()***

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

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

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

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

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

16. ***List and describe any and all litigation, arbitration or claims filed against the Respondent or its affiliates or principals within the last five (5) years. For each instance, please describe the nature of the litigation, arbitration or claim, identify the case number and tribunal, describe the Respondent's role in the matter, and describe the status and/or resolution of the litigation. (Attach additional sheets if necessary.)***

Identify the Case # and Tribunal: _____

Describe the Nature of the Action: _____

Describe the Respondent's Role in the Action and Describe the Status and/or Resolution:

17. *List any and all governmental enforcement actions (e.g., any action taken to impose fines, penalties, etc.) taken against the Respondent or its affiliates or principals in the last five (5) years. For each action, please describe the nature of the action, identify the case number and tribunal, describe the Respondent's role in the matter, and describe the status and/or resolution of the matter. (Attach additional sheets if necessary.)*

Identify the Case # and Tribunal: _____

Describe the Nature of the Action: _____

[Remainder of Page Left Intentionally Blank]

**RESPONSE FORM, PART 3 – (C) EXPERIENCE & CAPACITY
STATUS OF CONTRACTS ON HAND
(Attach additional sheets if necessary)**

Company Name _____ Date _____

Furnish requested information about all of Respondent’s active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

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

(CONTRACT FORMS TO BE DISTRIBUTED)

(BOND FORMS TO BE DISTRIBUTED)