

# **Blue Lake Community Development District**

**PROJECT MANUAL**

**FOR**

**CONSTRUCTION SERVICES FOR  
BLUE LAKE SHORELINE STABILIZATION**

**Date of Issue: December 19, 2025**

**Proposal Due Date: January 28, 2026**

**BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS FOR**

**CONSTRUCTION SERVICES FOR BLUE LAKE SHORELINE STABILIZATION**

**LEE COUNTY, FLORIDA**

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**BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT**  
**REQUEST FOR PROPOSALS FOR**  
**BLUE LAKE SHORELINE STABILIZATION**  
**LEE COUNTY, FLORIDA**

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

**BLUE LAKE SHORELINE STABILIZATION**

The Project will require contractors to provide for the construction, labor, materials, and equipment necessary to construct all work, or a portion thereof, necessary for a proposed retaining wall repair project as more particularly described in the Project Manual (defined herein) and in accordance with the plans and specifications therein.

The “**Project Manual**”, consisting of the proposal package and other materials, will be available for public inspection and may be obtained beginning December 19, 2025, at 9:00 a.m. (EST), by email request only sent to Kathleen Dailey Meneely at [kmeneely@sdsinc.org](mailto:kmeneely@sdsinc.org) (“**District Manager**”). The District reserves the right in its sole discretion to make changes to the Project Manual up until the Response Deadline (defined herein), and to provide notice of such changes only to those respondents who have provided their contact information to the District via e-mail to the District Manager at [kmeneely@sdsinc.org](mailto:kmeneely@sdsinc.org).

There will be an **optional pre-proposal conference on January 7, 2026, at 2:30 pm (EST) at the WildBlue Social Building, 18721 Blue Lake Boulevard, Fort Myers, Florida 33913**. Failure to attend may preclude a proposer from responding to this Request for Proposals.

The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any proposal if it determines in its discretion that it is in the District’s best interests to do so.

A notice of protest of the Project Manual, or any component thereof, must be filed with the District within 72 hours (excluding Saturdays, Sundays, and state holidays) after this advertisement is published. All protest must be submitted together with a protest bond in a form acceptable to the District and in the amount of \$10,000.00. A formal written protest must be filed with the District within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was timely filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Filing will be perfected and deemed to have occurred upon receipt by the District Manager. 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 any right to object to or protest under the District’s Rules of Procedure, Chapter 190, Florida Statutes, and other law.

Firms desiring to respond to the District’s request for proposals for the Project must submit one (1) original and one (1) PDF electronic copy on a flash drive of the firm’s proposal along with a proposal bond (“**Proposal Guaranty**”) in the sum equal to five percent of Proposer’s total price for the Project as specified in the Project Manual no later than **3:00 pm (EST) on January 28, 2026**, at the offices of Barraco and Associates, Inc. located at 2271 McGregor Boulevard, Suite 100, Fort Myers, Florida 33901

(“**Response Deadline**”). Proposals must be in the form provided in the Project Manual and submitted in a sealed envelope, marked with “RESPONSE TO RFP – BLUE LAKE CDD.” Proposals will be opened at the time and date stipulated below; the District reserves the right to return unopened to a respondent any proposal received after the Response Deadline. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified. Each proposal must remain binding for a minimum of 120 days after the Response Deadline.

Proposals will be evaluated in accordance with the evaluation criteria included in the Project Manual. Notwithstanding the foregoing, please note that proposals received from firms failing to meet the following minimum qualifications will not be considered or evaluated:

- (i) hold all required applicable state professional license in good standing;
- (ii) hold all required applicable federal licenses in good standing, if any;
- (iii) proposer is authorized to do business in the State of Florida;
- (iv) Proposer has constructed three (3) projects similar in quality and scope of this Project within the last three (3) years;
- (v) Proposer will have minimum bonding capacity of \$10,000,000 from a surety company acceptable to the District;
- (vi) Proposer has at least three (3) years of experience in Florida within the last five (5) years;

Proposers are hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

The successful Proposer will be required, prior to commencing any construction, to furnish a payment and performance bond in an amount equal to the total amount of work that may be authorized in the initial notice of commencement issued by the District, which amount may be for one hundred percent (100%) of the value of the contract, with a surety acceptable to the District, in accordance with section 255.05, *Florida Statutes*.

All questions regarding the Project Manual or this project shall be directed via email only to the District Manager at [kmeneely@sdsinc.org](mailto:kmeneely@sdsinc.org) with email copies to Carl Barraco (District Engineer) at [carlb@barraco.net](mailto:carlb@barraco.net) and Wesley Haber (District Counsel) at [wesley.haber@kutakrock.com](mailto:wesley.haber@kutakrock.com). No phone inquiries will be accepted. **All questions must be received no later than 5:00 pm (EST) on January 21, 2026**, to be considered.

#### **Notice of Public Meeting for Proposal Opening**

A public meeting to open proposals will be held on **January 28, 2026, at 3:30 pm (EST)** at the offices of Barraco and Associates, Inc. located at 2271 McGregor Boulevard, Suite 100, Fort Myers, Florida 33901. No official action of the District’s Board will be taken at this meeting, it is held for the limited purpose of opening the proposals. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the agenda for this meeting may be obtained from the District Manager, Kathleen Dailey Meneely, c/o Special District Services, Inc., 27499 Riverview Center Blvd., Bonita Springs, FL 34134. This meeting may be continued to a date, time, and place to be specified on the record at the meeting. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (239) 444-5790 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

**BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT**  
**INSTRUCTIONS TO PROPOSERS**

**CONSTRUCTION SERVICES FOR BLUE LAKE SHORELINE STABILIZATION**  
**LEE COUNTY, FLORIDA**

**SECTION 1. DUE DATE.** Sealed proposals in response to this Request for Proposals (“RFP”) must be received no later than **3:00 pm (EST) on January 28, 2026**, at the office of Barraco and Associates, Inc. located at 2271 McGregor Boulevard, Suite 100, Fort Myers, Florida 33901. Proposals will be opened at a public meeting to be held at **3:30 pm (EST) on January 28, 2026**, at the offices of Barraco and Associates, Inc. located at 2271 McGregor Boulevard, Suite 100, Fort Myers, Florida 33901. Proposals received after the time and date stipulated above will be returned unopened to the Proposer. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified.

**SECTION 2. DISTRICT FINANCING.** The District plans to sell bonds to finance some or all of the Project. The award of RFP and subsequent contract award is contingent upon the District’s successful issue of its bonds and availability of bond funds to finance the Project. The District reserves the right to award the Project in phases based on availability of financing and the right to not move forward with subsequent phases if financing is not available. The foregoing language regarding financing is for informational purposes and shall not limit the District’s rights with respect to the Contract Award noted in Section 14.

**SECTION 3. SIGNATURE ON PROPOSAL.** In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign all proposal package forms. If the Proposal is made by an individual, that person’s name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the Proposal should bear the seal of the corporation. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his or her authority to do so.

**SECTION 4. FAMILIARITY WITH THE PROJECT.** The Proposer, by and through the submission of the Proposal, agrees that Proposer shall be held responsible for having heretofore examined the Project site, the location of all proposed work and for having satisfied itself from its own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the shrubs, trees, palms, vegetation, weeds, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory site work thereof. The Proposer agrees to accept the site in an “as is” condition and hold its prices for the period set forth in its Proposal package, regardless of any changes to the site that may occur from the time of Proposal

submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be or will be in progress, including but not limited to other private site contractors, at or near the site and that the Proposer acknowledges it shall not interfere with work done by such other contractors and must coordinate with such contractors to deliver the Project in a satisfactory manner in the District's sole discretion.

**SECTION 5. FAMILIARITY WITH THE LAW.** By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the Proposal in compliance with all such laws, ordinances and regulations.

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

- A. Hold all required applicable state professional license in good standing
- B. Hold all required applicable federal licenses in good standing, as applicable
- C. Proposer is authorized to do business in the State of Florida; and
- D. Proposer has constructed three (3) project improvements similar in quality and scope of this Project within the last three (3) years. The name and contact information of owners will be required for each project completed within the last three (3) years; and
- E. Proposer will have a minimum bonding capacity of \$10,000,000 from a Surety Company acceptable to the District; and
- F. Proposer has at least three (3) years of experience in Florida within the last five (5) years.

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

**SECTION 8. INTERPRETATIONS AND ADDENDA.** Any and all questions relative to this project shall be directed by email only to Kathleen Dailey Meneely, District Manager, at [kmeneely@sdsinc.org](mailto:kmeneely@sdsinc.org), with a copy to Carl Barraco, District Engineer, at [carlb@barraco.net](mailto:carlb@barraco.net) and Wesley Haber, District Counsel, at [wesley.haber@kutakrock.com](mailto:wesley.haber@kutakrock.com), no later than **5:00 pm (EST) on January 21, 2026**. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda e-mailed, faxed or otherwise delivered to all parties

recorded as having obtained copies of the Project Manual. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers. No inquiries will be accepted from subcontractors – the Proposer shall be responsible for all queries.

**SECTION 9. SUBMISSION OF PROPOSALS.** Submit one (1) original and one (1) PDF electronic copy of the forms along with Excel version of the schedule of values and pricing proposal on a flash drive of the Proposal Submission Package, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque, sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation, “RESPONSE TO RFP – BLUE LAKE CDD.” on the face of it.

**SECTION 10. PROPOSAL MODIFICATION.** Proposals may be modified by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time proposals are due. No Proposal may be withdrawn after opening for a period of one hundred and twenty (120) days.

**SECTION 11. PROPOSAL SUBMISSION PACKAGE.** All blanks in the Proposal Submission Package must be completed in ink or typewritten. In making its Proposal, each Proposer represents that it has read and understands the Project Manual, including all official addendum issued by the District, and that the Proposal is made in accordance therewith. Each Proposer shall supply with its proposal a proposal bond or certified cashier’s check in the sum equal to five percent of Proposer’s total price for the Project.

**SECTION 12. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause to one proposer or separate proposers, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District’s best interests to do so, including but not limited to the availability of construction funds, up until such time as a contract has been fully executed by both parties.

**SECTION 13. NOTICE OF INTENT TO AWARD RFP.** Within a reasonable time period after the receipt of the Notice of Intent to Award from the District, the Proposer shall enter into and execute the Contract in substantially the form included herein, unless requested otherwise by the District.

**SECTION 14. CONTRACT AWARD.** At any time prior to the execution of the construction Contract, the District may, at its sole discretion, reject all proposals, if it determines in its sole discretion that it is in the best interest of the District to not proceed with the Project. The Proposal shall be submitted with the understanding that the Proposer will not withdraw its proposal for a period of one hundred and twenty (120) days after proposals are received.

Moreover, the District, in its sole and absolute discretion, may direct that the Project be delivered in multiple phases rather than all at once or not at all. Such direction may be specified in one or multiple Notices to Proceed, which Notices to Proceed may include, in the District's sole and absolute discretion, any portion of the Project. Such option, if exercised, shall in no way impact the pricing of the Project, nor constitute a delay. Moreover, any portion of the Project that the District does not direct for delivery in one or more Notices to Proceed may be, in the District's sole discretion, removed from the scope of the Project and Contractor shall have no recourse or claim whatsoever for damages against the District for such removal.

**SECTION 15. PAYMENT AND PERFORMANCE BONDS.** The successful Proposer will be required to furnish payment and performance bonds in compliance with Section 255.05, *Florida Statutes*, and executed in substantially the form included herein and in the sum equal to one hundred percent (100%) of the total amount of the public contract value concurrent with execution of the contract. Contractor shall record such bonds and provide a recorded copy to the District.

**SECTION 16. INSURANCE.** All Proposers shall include as part of their Proposal a current Certificate of Insurance detailing the company's insurance coverage. Upon Contract execution, Proposer shall provide proof of the Insurance Coverage meeting the District's insurance coverage requirements as set forth in the contract documents, including, but not limited to the supplementary conditions and any addenda thereto, and identifying the District and its professional staff, supervisors, officers, and agents as additional insureds, as stated in the Contract form provided herein, within seven (7) calendar days, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

**SECTION 17. SPECIAL PROJECT/SITE CONDITIONS.** By submitting their Proposal, the Proposer acknowledges that they have visited the project site and have become familiar with the existing site conditions. Proposer agrees to take responsibility for any and all issues arising from unsuitable soils, including but not limited to, varying soil conditions, sinkholes, etc. No additional costs will be charged by Proposer for matters associated with unsuitable soils.

**SECTION 18. INDEMNIFICATION.** The successful Proposer shall fully indemnify and hold harmless the District and its professional staff, officers, agents and supervisors from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the Contract Documents provided herein.

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

**SECTION 20. LIQUIDATED DAMAGES.** Should the Contractor or, in case of his default, the Surety fail to complete the work within the time stimulated in the contract, or within such extra time as may have been granted by the District, the Proposer, in case of his default, the Surety

shall pay to the District, not as a penalty but as liquidated damages, the amount set forth in the form of agreement included with the RFP.

**SECTION 21. MISCELLANEOUS.** All proposals shall include the following information in addition to the forms contained in the Proposal Submission Package:

- A. List positions or titles and corporate responsibilities of key management or supervisory personnel. Proposer should include resumes for each person listed.
- B. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature. Proposer should include resumes with applicable certifications.
- C. A copy of its insurance certificate indicating the types of coverage and limits for general, property, automobile liability insurance, and worker's compensation insurance.

**SECTION 22. PROTESTS.** Any protest regarding the Proposal Documents, including the evaluation criteria, specifications or other requirements contained in the Request for Proposal, must be filed in writing, at the offices of the District Engineer, Barraco and Associates, Inc. located at 2271 McGregor Boulevard, Suite 100, Fort Myers, Florida 33901, within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the Project Information Package and Proposal Submission Package are made available to qualified contractors. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to any provision in any document included in the Project Information Package and Proposal Submission Package, including but not limited to, plans, specifications or Contract Documents.

**SECTION 23. PROTEST BOND.** Any Proposer who files a Notice of Protest protesting the Project Manual, a proposal rejection, or a proposal award shall post with the District at the time of filing, a protest bond payable to the District. The protest bond for protesting the Project Manual shall be in the amount of ten thousand dollars (\$10,000.00). Notwithstanding the District's operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars (\$10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier's check or such other form of surety as the District's Staff may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the Proposer afforded no relief.

If the person or firm protesting the award prevails, the bond shall be returned to the protestor; however, if, after completion of a formal protest hearing in which the District prevails,

the bond shall be applied to payment of the costs and attorney fees incurred by the District relative to the protest. The entire amount of the bond shall be forfeited if the District determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the District or other parties. No Proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

**SECTION 24. EVALUATION OF PROPOSALS.** The proposals shall be ranked based on the District's evaluation of the Proposer's ability to perform the services for the project as demonstrated by the documentation provided by the Proposer and reference checks of the Proposer's clients, all in accordance with the District's Evaluation Criteria contained within the Project Manual. To demonstrate financial capacity, proposers should submit a copy of bonding capacity meeting minimum bonding capacity requirements and a list of current status of contracts on hand (see attached form). Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly and clearly reserves the right to make such award to other than the lowest priced proposal.

**SECTION 25. MANDATORY AND PERMISSIVE REQUIREMENTS.** Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must meet the minimum qualifications stated in Section 6 of this Instructions to Proposers section of the Project Manual. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead in the Board's discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

**SECTION 26. COLLUSION.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 27. BLACK OUT PERIOD/CONE OF SILENCE.** The black out period is defined as between the time the RFP is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, questions submitted to District designees, addendum(a) to be issued by the District, or communications with staff not concerning this solicitation.

**SECTION 28. REFERENCE TERMS.** Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to

gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

**BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT**  
**Request for Proposals for Blue Lake Shoreline Stabilization**

**EVALUATION CRITERIA**

1. **Personnel.** **(15 Points)**

Geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel, including the project manager and field supervisor; present ability to appropriately staff and manage this project; evaluation of existing work load; proposed staffing levels, etc.
2. **Proposer's Experience.** **(20 Points)**

Past record and experience of the respondent with the District or District members, experience with similar projects, and/or experience with other special districts and/or units of government; volume of work previously performed by the firm; character, integrity, reputation, of respondent, etc.
3. **Understanding of Scope of Work.** **(10 Points)**

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.
4. **Financial Capability.** **(10 Points)**

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity, necessary to complete the services required.
5. **Price.** **(25 Total Points)**

Points available for price will be allocated as follows:

15 Points will be awarded to the Proposer submitting the lowest cost proposal (i.e., the summation of the unit price extensions using quantity estimates provided, the allowances shown, plus the proposal contractor's fee) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's proposal and the low proposal.

10 Points are allocated for the reasonableness of unit prices and balance of proposal.
6. **Schedule.** **(20 Total Points)**

Points available for schedule will be allocated as follows:

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

15 Points will be allocated based on the Proposer's ability to credibly complete the project within the Proposer's schedule without a premium cost for accelerated work and demonstrate on-time performance. These points will also take into account the demonstration of Proposer's understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates and the delivery approach outlined in the Project Manual.

## **I.D. Standard Form of Agreement - Public**

[see attached]

## **I.E. STANDARD GENERAL CONDITIONS - PUBLIC**

**[see attached]**

I.F.

## **I.F. SUPPLEMENTARY CONDITIONS - PUBLIC**

**[SEE ATTACHED]**

I.F.

## **I.G. FORM OF PERFORMANCE & PAYMENT BONDS - PUBLIC**

**[SEE ATTACHED]**

I.H

**OFFICIAL PROPOSAL FORM**  
**BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT**  
**BLUE LAKE SHORELINE STABILIZATION**  
**LEE COUNTY, FLORIDA**

TO BE SUBMITTED TO:  
BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT  
Barraco and Associates, Inc.  
ATTN: Carl Barraco  
2271 McGregor Boulevard, Suite 100  
Fort Myers, Florida 33901

**Due by 3:00 pm EST, January 28, 2026**

TO:                   BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT  
  
FROM: \_\_\_\_\_  
                          (Name of Proposer)

In accordance with the Request for Proposals inviting proposals for **Blue Lake Community Development District – Retaining Wall Repair Project** the undersigned proposes to provide all work necessary to install and construct the improvements (the “Work”) shown on the plans and described in the specifications described as follows: those certain plans titled “Blue Lake Shoreline Stabilization” dated December 12, 2025, and prepared by Cummins | Cederberg (the “Marine Plans,” and together with the Civil Plans, the “Plans”) and other plan documents, as applicable, and more particularly stated in the Supplemental Conditions to the form of Agreement in the Project Manual.

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

**PRICE**

Proposer submits that it can perform the work described in this Project Manual for the amounts Proposer included in its Schedule of Values and Proposal Summary submitted with the RFP.

The undersigned Proposer, having a thorough understanding of the Work required by the Contract Documents, the site and conditions where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work, and having knowledge of the expense and difficulties attending performance of the Work, and having fully inspected the site in all particulars, hereby proposes and agrees, if this Proposal is accepted, to enter into the Construction Contract with the Owner to fully perform all Work in strict compliance with the Contract Documents, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Project and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation facilities, labor, superintendence and services required to perform the Work; and bonds, insurance, submittals; and all fees including without limitation permits, timber taxes, inspection fees, maintenance bonds, as-builts and plats as needed for dedication, etc., as indicated or specified in the

Contract Documents to be performed or furnished by Proposer for the LUMP SUM PRICES as indicated in the Proposal Summary.

**TIME**

Proposer submits that it can reach Substantial Completion of the work described in this Project Manual within \_\_\_\_\_ (\_\_\_\_) calendar days of the issuance of a Notice to Proceed, and agrees to complete the Project ("final completion") within \_\_\_\_\_ (\_\_\_\_) calendar days of the Commencement Date specified in a Notice to Proceed. Proposer submits that for each day that expires after the time specified above for Substantial Completion and for each day that expires after such time when the Work is completed and ready for final payment (the proposed final completion date), Proposer shall pay to Owner \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per calendar day as liquidated damages.

The undersigned Proposer agrees to commence work within thirty (30) days after the date of a written Notice to Proceed. The undersigned Proposer agrees that this Proposal shall be valid for a period of one hundred twenty (120) days from the date proposals are due. Proposer hereby acknowledges that any work provided and any cost incurred by Proposer prior to receiving both the Notice of Award and the Notice to Proceed will be at Proposer's risk unless specifically agreed to in writing by the District.

**DOCUMENTS AND ADDENDA**

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

Addendum No(s). and date(s): \_\_\_\_\_

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Print Name of Signatory)

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. (Corporate Seal)

Sworn to and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ [title/official capacity] of \_\_\_\_\_ [entity], and is either  personally known to me or  has produced identification: \_\_\_\_\_.

[notary seal]

\_\_\_\_\_  
(Official Notary Signature)

Name: \_\_\_\_\_

**ORGANIZATION INFORMATION OF PROPOSER**  
**BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT**  
**BLUE LAKE SHORELINE STABILIZATION**  
**LEE COUNTY, FLORIDA**

DATE SUBMITTED: \_\_\_\_\_, 2026

2. Proposer's Parent Company Name (if applicable) \_\_\_\_\_

3. Proposer's Parent Company Address (if applicable)

Street Address \_\_\_\_\_

P.O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax No. \_\_\_\_\_

1<sup>st</sup> Contact Name \_\_\_\_\_ Title \_\_\_\_\_

4. Proposer Company Address (if different)

Street Address

P.O. Box (if any)

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

Telephone \_\_\_\_\_ Fax No. \_\_\_\_\_

Telephone \_\_\_\_\_ Fax No. \_\_\_\_\_

1<sup>st</sup> Contact Name \_\_\_\_\_ Title \_\_\_\_\_

2<sup>nd</sup> Contact Name \_\_\_\_\_ Title \_\_\_\_\_

5 Is the Proposer organized and/or incorporated in the State of Florida? Yes ( ) No ( )

### 5.1 If yes, provide the following:

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

If no, please explain

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Date organized/incorporated \_\_\_\_\_ Charter No. \_\_\_\_\_

5.2 If no, provide the following:

The state in which the Proposer company is organized/incorporated \_\_\_\_\_

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

If no, please explain \_\_\_\_\_

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Date organized/incorporated \_\_\_\_\_ Charter No. \_\_\_\_\_

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

6.1 If yes, provide the following:

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

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License No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

Qualifying Individual \_\_\_\_\_ Title \_\_\_\_\_

List company(ies) currently qualified under this license \_\_\_\_\_

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

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

7. Name of Proposer's Bonding Company \_\_\_\_\_

Address \_\_\_\_\_

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

8. Name of Proposer's Bonding Agency \_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Telephone \_\_\_\_\_

9. List the Proper's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (2022) \_\_\_\_\_, (2023) \_\_\_\_\_, (2024) \_\_\_\_\_.

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

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

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

If yes, please describe each violation fine, and resolution \_\_\_\_\_

What is the Proposer's current worker compensation rating? \_\_\_\_\_

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

If yes, please describe the incident: \_\_\_\_\_

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

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

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

State the period(s) of debarment or suspension \_\_\_\_\_

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

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

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

If so, where and why? \_\_\_\_\_

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

Yes  No

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

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

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17. Has your 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.

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

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

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

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The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Blue Lake Community Development District or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or necessary to determine whether the Blue Lake Community Development District should qualify the Proposer for providing a Proposal for its construction projects, including such matters as the Proposer's ability, standing integrity, quality of performance, efficiency and general reputation.

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
(Type Name and Title of Person Signing)

This \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
(Corporate Seal)

Sworn to and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ [title/official capacity] of \_\_\_\_\_ [entity], and is either  personally known to me or  has produced identification: \_\_\_\_\_.

\_\_\_\_\_  
[notary seal] \_\_\_\_\_  
(Official Notary Signature)

Name: \_\_\_\_\_

**CORPORATE OFFICERS**

Company Name \_\_\_\_\_ Date \_\_\_\_\_

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

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

## **SUPERVISORY PERSONNEL**

Company Name \_\_\_\_\_

Date \_\_\_\_\_

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

**COMPANY OWNED MAJOR EQUIPMENT**  
(Attach additional sheets if necessary)

Co

Date

**STATUS OF CONTRACTS ON HAND**  
(Attach additional sheets if necessary)

Company Name \_\_\_\_\_ Date \_\_\_\_\_

Date \_\_\_\_\_

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

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

### PROJECTS COMPLETED BY PROPOSER IN THE LAST TWO YEARS

Company Name \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

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

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

**\*\*\*END OF ORGANIZATIONAL INFORMATION FORM\*\*\***

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

Equipment and/or manufacturers which are deemed to not meet the requisite experience necessary for the project may be considered if, determined in the District's sole discretion and as may be feasible, the equipment supplier or manufacturer provides a bond which will guarantee replacement in the event of failure of the equipment or process. The period of time for the guarantee bond shall be the same as that specified for the experience record. Failure of the equipment or process shall be deemed to have failed when such failure does not meet the requirements of the applicable legal enforcement agency with authority to determine applicable requirements.

**CERTIFICATE AS TO CORPORATE PRINCIPAL**  
**BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT**  
**BLUE LAKE SHORELINE STABILIZATION**  
**LEE COUNTY, FLORIDA**

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

## Secretary

### Corporate Seal

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )  
 )  
 ) SS

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

Sworn to and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ [title/official capacity] of \_\_\_\_\_ [entity], and is either  personally known to me or  has produced identification: \_\_\_\_\_.

[notary seal]

(Official Notary Signature)

(Attach Power of Attorney to original Proposal Bond and Financial Statement of Surety Company)

**AFFIDAVIT FOR INDIVIDUAL**  
**BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT**  
**BLUE LAKE SHORELINE STABILIZATION**  
**LEE COUNTY, FLORIDA**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ) SS  
 )

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

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(Proposer must also sign here)

Sworn to and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ [title/official capacity] of \_\_\_\_\_ [entity], and is either  personally known to me or  has produced identification: \_\_\_\_\_.

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[notary seal]

(Official Notary Signature)  
Name: \_\_\_\_\_

**AFFIDAVIT FOR PARTNERSHIP**  
**BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT**  
**BLUE LAKE SHORELINE STABILIZATION**  
**LEE COUNTY, FLORIDA**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS  
 )

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

\_\_\_\_\_  
(Signature of a General Partner is Required)

Sworn to and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ [title/official capacity] of \_\_\_\_\_ [entity], and is either  personally known to me or  has produced identification: \_\_\_\_\_.

[notary seal]

\_\_\_\_\_  
(Official Notary Signature)  
Name: \_\_\_\_\_

**AFFIDAVIT FOR CORPORATION**  
**BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT**  
**BLUE LAKE SHORELINE STABILIZATION**  
**LEE COUNTY, FLORIDA**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS  
 )

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

\_\_\_\_\_  
(Officer must also sign here)

CORPORATE SEAL

Sworn to and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_\_  
day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_  
[title/official capacity] of \_\_\_\_\_ [entity], and is either  personally  
known to me or  has produced identification: \_\_\_\_\_.

[notary seal]

\_\_\_\_\_  
(Official Notary Signature)

Name: \_\_\_\_\_

**COMPOSITE SWORN STATEMENT RE PUBLIC INTEGRITY LAWS**

**BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR  
BLUE LAKE SHORELINE STABILIZATION**

**SWORN STATEMENT PURSUANT TO CHAPTER 287, FLORIDA STATUTES, ON INTEGRITY OF PUBLIC  
CONTRACTING AND PURCHASING**

**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 Blue Lake Community Development District ("District")  
(print name of the public entity)

by \_\_\_\_\_  
(print individual's name and title)

for [NAME OF PROPOSER] ("Proposer")  
(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 have read and am familiar with Chapter 287, *Florida Statutes*, and specifically including the following Sections of the Florida Statutes ("Public Integrity Laws"):

- a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*

3. I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").

4. I understand that the Public Integrity Laws apply to the bidding documents applicable to the District's Request for Proposals for Pod C1 master improvements construction services project ("Project") and the contract to be executed in connection with the Project.

5. Based on information and belief, the statement which I have marked below is true in relation to the Proposer 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, meets any of the Prohibited Criteria. Thus, the entity is not prohibited from bidding on or entering into or renewing a contract with the District.

The entity submitting this sworn statement, one 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, meets one or more of the Prohibited Criteria.

If this second statement is marked, the Proposer may provide additional information regarding the same in the space provided directly below (or by attaching a separate sheet and indicating this method in the space provided directly below). Such additional information may be related to the Proposer's alleged basis for entitlement to an exception from the prohibition on bidding or contracting, to the extent one is permissible under Florida law.

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6. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity, meets any of the Prohibited Criteria after award of the contract or during the term of the contract. By executing this Affidavit, Proposer agrees that any renewal or extension of the awarded contract shall be deemed a recertification of the statements contained herein.

*[Signature page follows]*

IT SHALL BE THE RESPONSIBILITY OF THE PROPOSER EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE MEET ANY OF THE PROHIBITED CRITERIA. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER MEETS ANY OF THE PROHIBITED CRITERIA, THE PROPOSER SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO DOES NOT MEET ANY OF THE PROHIBITED CRITERIA. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE PROPOSER.

The foregoing SWORN STATEMENT is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

(Corporate Seal, if applicable)

(Name of Proposer)

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ [title/official capacity] of \_\_\_\_\_ [entity], and is either  personally known to me or  has produced identification: \_\_\_\_\_.

[notary seal]

(Official Notary Signature)

Name: \_\_\_\_\_

**TRENCH SAFETY ACT COMPLIANCE STATEMENT**  
**BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT**  
**BLUE LAKE SHORELINE STABILIZATION**  
**LEE COUNTY, FLORIDA**

**INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the Project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. All Proposers are required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Project's Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

**CERTIFICATION**

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:  
\_\_\_\_ Dollars (Written)  
\$ \_\_\_\_\_ (Figures).
3. The amount listed above has been included within the Proposal.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Proposer: \_\_\_\_\_

By: \_\_\_\_\_  
 Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_  
 [title/official capacity] of \_\_\_\_\_ [entity], and is either  personally known to me or  has produced identification: \_\_\_\_\_.

[notary seal]

\_\_\_\_\_  
 (Official Notary Signature)

Name: \_\_\_\_\_

**TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**  
**BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT**  
**BLUE LAKE SHORELINE STABILIZATION**  
**LEE COUNTY, FLORIDA**

**INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that all Proposers submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

By executing this statement, proposer acknowledges that included in the various items of its Proposal and in the total Proposal price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida ) effective October 1, 1990. The Proposer further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity		Unit Cost <sup>1</sup>	Item Total Cost
		<b>Project Total</b>		

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Proposer: \_\_\_\_\_

By: \_\_\_\_\_  
 Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_  
 [title/official capacity] of \_\_\_\_\_ [entity], and is either  personally known to me or  has produced identification: \_\_\_\_\_.

[notary seal]

(Official Notary Signature)

Name: \_\_\_\_\_

<sup>1</sup>Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

**AFFIDAVIT OF NON-COLLUSION****BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT  
BLUE LAKE SHORELINE STABILIZATION  
LEE COUNTY, FLORIDA**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a \_\_\_\_\_ (officer or principal) in the firm of \_\_\_\_\_, and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Signature by authorized representative of Proposer

Sworn to and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ [title/official capacity] of \_\_\_\_\_ [entity], and is either  personally known to me or  has produced identification: \_\_\_\_\_.

[notary seal]

\_\_\_\_\_  
(Official Notary Signature)

Name: \_\_\_\_\_

**MINIMUM CONTRACTOR QUALIFICATIONS STATEMENT****BLUE LAKE COMMUNITY DEVELOPMENT DISTRICT  
BLUE LAKE SHORELINE STABILIZATION  
LEE COUNTY, FLORIDA**

Contractor: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Typical Work Description:** Construction Services will include the completion of the Work, as such term is defined on the Official Proposal Form.

**Owner:** Blue Lake Community Development District ("District")

**Minimum Qualifications:** Proposers for the Blue Lake Community Development District projects shall have the following minimum qualifications:

- (1) hold all required applicable state professional license in good standing;
- (2) hold all required applicable federal licenses in good standing, if any;
- (3) Proposer is authorized to do business in the State of Florida;
- (4) Proposer has constructed three (3) project improvements similar in quality and scope of this Project within the last three (3) years;
- (5) Proposer will have minimum bonding capacity of \$10,000,000 from a surety company acceptable to the District;
- (6) Proposer has at least three (3) years of experience in Florida within the last five (5) years

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

**Certification:** I hereby certify that the applicant meets or exceeds the minimum qualifications identified above. I further acknowledge that despite meeting the minimum qualifications above, the Blue Lake Community Development District has the right to deny, suspend or revoke a prospective proposer's qualification for bidding on the Blue Lake Community Development District projects based upon the evaluation criteria information contained herein.

\_\_\_\_\_  
Contractor Name\_\_\_\_\_  
Contractor Title\_\_\_\_\_  
Date

### SECTION III

#### SCHEDULE OF VALUES AND LUMP SUM PROPOSAL

*See attached*

**SECTION IV**

**TECHNICAL SPECIFICATIONS**

*See attached*

**SECTION V****REPORT OF GEOTECHNICAL EXPLORATION**

*see attached*