

BID COVER PAGE



Procurement Division
200 E University Avenue, Rm 339
Gainesville, FL 32601
(352) 334-5021(main)
Issue Date: 8/18/23

INVITATION TO BID: # WSPP-230069-WB

REBID of Construction of Lincoln Yard Trail

PRE-BID MEETING: ☒ Non-Mandatory ☐ Mandatory ☐ N/A ☐ Includes Site Visit
DATE: August 31st, 2023 TIME: 10:00am Local Time
LOCATION: ZOOM Meeting [Click here to join pre bid meeting](#)

QUESTION SUBMITTAL DUE DATE: September 8th, 2023

DUE DATE FOR UPLOADING BID RESPONSE: Friday, September 15th, 2023 @ 3:00PM

[Click here to join Bid Opening ZOOM Meeting](#)

SUMMARY OF SCOPE OF WORK:

The Lincoln Yard Trail project is a new linear park that will be constructed on the east side of the Lincoln Estates neighborhood, spanning from SE 10th Place to SE 8th Avenue within city-owned property. The project includes the installation of an aggregate pathway, fencing, hardscape, a small playground, adult fitness equipment, trash/recycling receptacles, decorative entrance features and landscaping.

For questions relating to this bid, contact: Wendy Byrne, byrnebm@cityofgainesville.org

Bidder is not in arrears to City upon any debt, fee, tax or contract: ☒ Bidder is NOT in arrears ☐ Bidder IS in arrears
Bidder is not a defaulter, as surety or otherwise, upon any obligation to City: ☒ Bidder is NOT in default ☐ Bidder IS in default

Bidders who receive this bid from sources other than City of Gainesville Procurement Division or DemandStar MUST contact the Procurement Division prior to the due date to ensure any addenda are received in order to submit a responsible and responsive offer. Uploading an incomplete document may deem the offer non-responsive, causing rejection.

ADDENDA ACKNOWLEDGMENT: Prior to submitting my offer, I have verified that all addenda issued to date are considered as part of my offer: Addenda received (list all) # 1, 2, & 3

Legal Name of Bidder: BBI Construction Management, Inc.

DBA: BBI Construction Management, Inc.

Authorized Representative Name/Title: By Joe Burns, President

E-mail Address: Joe@bbi-cm.com

FEIN: 59-1840198

Street Address: 4639 NW 53rd Avenue. Gainesville, FL 32653

Mailing Address (if different): _____

Telephone: (352) 338-2073

Fax: (352) 371-4784

By signing this form, I acknowledge I have read and understand, and my firm complies with the Standard Conditions of the Construction Contract and requirements set forth herein; and,

☒ Proposal is in full compliance with the Specifications.

☐ Proposal is in full compliance with the Specifications except as specifically stated and attached hereto.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: By Joe Burns

SIGNER'S PRINTED NAME: Joe Burns, President

DATE: 9/15/23

This page must be completed and uploaded to DemandStar.com with your Submittal.

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the General Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted electronically through “E-Bidding” on DemandStar.com to:
City of Gainesville, 200 East University Avenue, Room 339 – Gainesville, Florida 32601.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bidder Qualification Statement with supporting data

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Lump Sum Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following price(s):
1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$ 409,500
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- 3.02 The Contract Price will be the Cost of the Work, determined as provided in Paragraph 13.01 of the General Conditions, together with the following fee, and subject to the Guaranteed Maximum Price.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder agrees that the Work will be substantially complete within 180 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with

Paragraph 15.06 of the General Conditions within 210 calendar days after the date when the Contract Times commence to run.

Liquidated Damages Rate (from Agreement): \$ 250 /day.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
Addendum 1	08/28/23
Addendum 2	08/29/23
Addendum 3	08/31/23

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder’s Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Instructions to Bidders, with respect to the Technical Data in such reports and drawings.
 5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Instructions to Bidders or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

procedures of construction to be employed by Bidder, if selected as Contractor; and
(c) Bidder's (Contractor's) safety precautions and programs.

6. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
8. Bidder has given Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

BBI Construction Management, Inc.

(typed or printed name of organization)

By:



(individual's signature)

Name:

Joe Burns

(typed or printed)

Title:

President

(typed or printed)

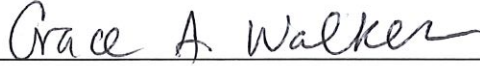
Date:

08/31/23

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

Grace Walker

(typed or printed)

Title:

Pre-construction Coordinator

(typed or printed)

Date:

08/31/23

(typed or printed)

Address for giving notices:

4639 NW 53rd Avenue, Gainesville, FL 32653

Bidder's Contact:

Name:

Joe Burns or Grace Walker

(typed or printed)

Title:

President, and Pre-construction Coordinator

(typed or printed)

Phone:

Joe (352) 538-1017

Grace (352) 262-2915

Email:

joe@bbi-cm.com

g.walker@bbi-cm.com

Address:

4639 NW 53rd Avenue, Gainesville, FL 32653

Bidder's Contractor License No.: (if applicable) CGC011936

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	BBI Construction Management, Inc.		
Corporate Office	Gainesville, FL		
Name:	Joe Burns	Phone number:	352.538.1017
Title:	President	Email address:	joe@bbi-cm.com
Business address of corporate office:	4639 NW 53rd Avenue		
	Gainesville, FL 32653		
Local Office	Same		
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	8/9/1978	State in which Business was formed:	Florida
Is this Business authorized to operate in the Project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	None	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Joe Burns	Title:	President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ No limit to authority
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 General Contractor's License OR Building Contractor's License is required for this project.

Provide information regarding licensure for Business:

Name of License:	General Contractor		
Licensing Agency:	State of Florida Department of Business and Professional Regulation		
License No:	CGC011936	Expiration Date:	08/31/2024
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—SURETY INFORMATION

- 3.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Westfield Insurance Company		
Surety is a corporation organized and existing under the laws of the state of:			Florida
Is surety authorized to provide surety bonds in the Project location?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is surety listed in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):	1735 North Brown Road, Suite 425, Lawrenceville, GA 30043-8153		
Physical Address (principal place of business):	Same		
Phone (main):	770-418-2223	Phone (claims):	800-243-0210

ARTICLE 4—INSURANCE

- 4.01 Provide information regarding Business’s insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):		See attached Certificate of Insurance - Hub International Florida, Producer	
Insurance Provider		Type of Policy (Coverage Provided)	
Owners Insurance Co.		Commercial General Liability, \$1M	
Auto-Owners Insurance Co.		Auto Liability, \$1M	
Southern-Owners Co.		Umbrella Liability \$5M	
Bridgefield Employers Insurance Co.		Workers Comp & Employer Liability, \$1M	
Are providers licensed or authorized to issue policies in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Does provider have an A.M. Best Rating of A-VII or better?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):	2811 NW 41st Street		
	Gainesville, FL 32606		
Physical Address (principal place of business):	Same		
Phone (main):	352.377.2002	Phone (claims):	352.377.2002

ARTICLE 5—CONSTRUCTION EXPERIENCE

5.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	15
Estimate of revenue for the current year:	\$10M
Estimate of revenue for the previous year:	\$11.5

5.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:	35 yrs	As a joint venturer:	NA	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Been a party to any currently pending litigation or arbitration? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				

Provide full details in a separate attachment if the response to any of these questions is Yes.

- 5.03 List three projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

ARTICLE 6—LOCAL PREFERENCE

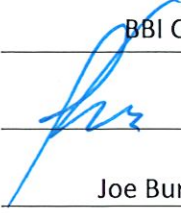
Local Preference requested: ☒ YES ☐ NO

ARTICLE 7—REQUIRED ATTACHMENTS

- 7.01 Provide the following information with the Statement of Qualifications:
- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
 - B. Evidence of authority for individuals listed in Paragraph 1.04 of the Qualifications Statement to bind organization to an agreement.
 - C. General Contractor's License OR Building Contractor's License
 - D. Schedule B (Previous Experience with Similar Projects).
 - E. Evidence of Bidder's authority to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - F. Copy of SunBiz Registration or SunBiz Document Number
 - G. Letter from Bonding Company; Evidence that Bidder can obtain a Payment and Performance Bond on the project if it is awarded the bid
 - H. Drug Free WorkPlace Form
 - I. Affidavit of Non-Collusion
 - J. Business Tax Receipt (if you are requesting Local Preference)

This Statement of Qualifications is offered by:

Business: BBI Construction Management, Inc.
(typed or printed name of organization)

By: 
(individual's signature)

Name/Title: Joe Burns, President
(typed or printed)

Date: 08/31/23
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Grace Walker
(individual's signature)

Name/Title: Grace Walker, Preconstruction Coordinator
(typed or printed)

Address for giving notices:
4639 NW 53rd Ave
Gainesville, FL
32653

Designated Representative:

Name: Joe Burns, or Grace Walker
(typed or printed)

Title: President, and Preconstruction Coordinator
(typed or printed)

Address: 4639 NW 53rd Ave
Gainesville, FL 32653

Phone: Joe, 352.538.1017 Grace, 352.262.2915

Email: joe@bbi-cm.com g.walker@bbi-cm.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	BBI Construction Management, Inc.				
Project Owner	Alachua County		Project Name	Camp Cuscowilla Main Lodge & South Pool Bldg	
General Description of Project	Lodge included interior renovation, upgraded MEP, and new siding. South bldg rec. new roof and interior renovations. Project also included new heavy timber nature boardwalk.				
Project Cost	\$2,871,552		Date Project	02/2022 - 08/2023	
Key Project Personnel	Project Manager		Project Superintendent		Quality Control Manager
Name	Chris Trowell, John McCarter		Steve Jones		Steve Jones
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Danny Moore	Capital Projects Coordinator	Alachua County Parks Dept	352.647.6002	jdmoore@alachuacounty.us
Designer	Paul Stresing	Architect	Paul Stresing Associates	386.462.6407	psa@paulstresingassociates.com
Construction Manager	Joe Burns	President	BBI Construction Management	352.538.1017	joe@bbi-cm.com

Project Owner	Alachua County		Project Name	Sweetwater Lid Parking Area	
General Description of Project	Conversion of a vacated road segment into a parking area for Sweetwater Preserve using low impact design stormwater management.				
Project Cost	\$555,463		Date Project	09/2021 - 03/2022	
Key Project Personnel	Project Manager		Project Superintendent		Quality Control Manager
Name	Chris Trowell		Steve Jones		Steve Jones
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Shane Williams	Storm Water Engineer	Alachua County	352.264.6831	eswilliams@alachuacounty.us
Designer	Grant Gatson	Senior Engineer	John Wood Group	352.332.3318	grant.gatson@woodplc.com
Construction Manager	Joe Burns	President	BBI Construction Management	352.538.1017	joe@bbi-cm.com

Project Owner	Clay Electric Cooperative, Inc.		Project Name	Clay Electric Demo Existing Building	
General Description of Project	Complete demolition of office building, replacing with landscaping, pavement, and parking area.				
Project Cost	\$210,095		Date Project	03/2021 - 06/2021	
Key Project Personnel	Project Manager		Project Superintendent		Quality Control Manager
Name	Cremk Crisone		Steve Jones		Steve Jones
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Chris Wrenn	Project Manager	Clay Electric Cooperative, Inc.	352.473.8000	cwrenn@clayelectric.com
Designer	Mike Russell	Architect	Brame Heck Architects	352.372.0425	m.russell@brameheck.com
Construction Manager	Joe Burns	President	BBI Construction Management	352.538.1017	joe@bbi-cm.com

Been a party to any currently pending litigation or arbitration? Provide full details in a separate attachment if the response to any of these questions is Yes.

Yes, BBI is currently involved in litigation in the matters detailed below:

Clay County Utility Authority

In 2019, BBI filed suit against a county utility authority, Clay County Utility Authority ("CCUA") and the tank design engineer/tank construction subcontractor, Crom, LLC ("Crom"), for claims arising out of the design and construction of a wastewater clarifier tank. CCUA filed a counter-suit against BBI and also a suit against BBI's performance bond surety, who supported BBI's position (explained more below) and defended against CCUA's claims. BBI settled its claim against Crom early on in the litigation. **Although the action is technically "currently pending" in the Circuit Court in and for Clay County, Florida, Case No. 19-CA-653, BBI, CCUA and BBI's surety have reached a settlement in full of all claims between them in the case; dismissal of the case with prejudice is pending, but imminent. BBI anticipates this case will be fully concluded within the next thirty (30) days.**

Although this litigation is technically "currently pending," all claims between all parties have been fully resolved, and the joint filing of Voluntary dismissal With Prejudice by all remaining parties is imminent.

Owners Insurance Company Matter

This matter stems from the CCUA litigation. On or about June 28, 2023, BBI filed suit against its general liability insurer, Owners Insurance Company ("Owners"), and CCUA, seeking declaratory relief under the insurance policy Owners issued to BBI for the CCUA project. BBI filed suit in the Circuit Court in and for Clay County, Florida, Case No. 23-CA-1155, but Owners filed a Notice of Removal to the Federal District Court, Middle District of Florida on or about July 28, 2023, seeking realignment of the parties to establish diversity jurisdiction.

BBI has no further information about this case available at this time. It is difficult to say how this dispute will be resolved, but BBI is committed to pursuing a fair and reasonable resolution.

Palm Coast Matter

On or about November 29, 2022, the City of Palm Coast, Florida ("City"), filed suit against several parties relating to the design and construction of the splash pad area of a larger park project; the splash pad was a portion of Phase 2 of the Holland Park project. BBI was the contractor for Phase 2, which included the subject splash pad. BBI subcontracted the splash pad portion of the project to a company named No Fault, LLC. The City hired SM&E, Inc. as the primary designer for Phase 2, including the splash pad. The City filed suit against all three entities, as well as BBI's performance bond surety. So far, BBI and No Fault have added additional companies that are or may be liable for the issues raised in this litigation as third-party defendants, and more are anticipated to be brought by others in as the case proceeds. BBI's position is stated more fully below.

In February of 2018, BBI contracted with the City to construct Phase 2 of the Holland Park project, which included a splash pad area, in accordance with the design and specifications prepared by SM&E. According to the design prepared by S&ME, purportedly at the direction of the City, the splash pad incorporated a poured-in-place cushioning material ("PIP") over the concrete base of the entire splash pad. SM&E's design contained a single-source specification for the PIP. BBI subcontracted with No Fault to provide and install the PIP. BBI received a submittal from No Fault for the PIP material to be placed. SM&E approved No Fault's PIP material submittal. No Fault provided the approved PIP materials and, through another sub-subcontractor (that has since been added as a third-party defendant to the lawsuit), installed the PIP. No Fault provided the City with a 5-year warranty on its materials and workmanship.

The project was substantially completed and accepted and put into use by the City. However, after several months of operation and maintenance by the City, the PIP began to, for lack of a more technical description, "delaminate." BBI and No Fault promptly investigated the matter and offered several suggested remedial options. SM&E refused to participate in the investigation and remedial measures. BBI primarily believes that the design, and in particular the PIP material specification, was defective, but to the extent the design is not defective, BBI believes No Fault either provided defectively manufactured PIP material and/or installed it incorrectly.

Notwithstanding BBI's position that either S&ME or No Fault bear the responsibility for the failing PIP, from the discovery of the failure up to the time the City filed suit, BBI was always willing, and expressly offered, to participate in remedying the failed PIP. In fact, **before the suit was filed, BBI confirmed its commitment to the City to honor any warranty and other contractual obligations, and agreed to provide all labor, services, equipment and materials necessary to remediate and restore the splash pad in accordance with the Contract Documents at no cost to the City.** BBI further committed to perform the remediation and restoration work as soon as possible, with an anticipated completion date in time for the splash pad to be open to the public well before the 2023 summer season. The City rejected BBI's committed efforts, and filed suit nearly one month later.

BBI has not further information about this case available at this time. It is difficult to say how this dispute will be resolved, but BBI is committed to pursuing a fair and reasonable resolution.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BURNS, JOSEPH T

BBI CONSTRUCTION MANAGEMENT INC
4639 NW 53RD AVENUE
GAINESVILLE FL 32653

LICENSE NUMBER: CGC011936

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida

Department of State

I certify from the records of this office that BBI CONSTRUCTION MANAGEMENT, INC. is a corporation organized under the laws of the State of Florida, filed on August 9, 1978.

The document number of this corporation is 581849.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 30, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirtieth day of January, 2023*




Secretary of State

Tracking Number: 3459704115CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



July 26, 2023

City of Gainesville, FL / Procurement Division
200 E. University Ave., Rm 339
Gainesville, FL 32601

Re: BBI Construction Management, Inc.
Project: Lincoln Yard Trail

To Whom It May Concern:

BBI Construction Management, Inc. is in good standing with Westfield Insurance Company, and they remain a valued client. Westfield Insurance Company has been the surety for BBI Construction Management, Inc. since 2016. Westfield has bonded numerous projects for BBI during this time, and all Performance and Payment obligations have been met satisfactorily.

We consider BBI to be professionally managed and sufficiently capitalized. Currently, we have supported single projects up to the \$15,000,000 range and a normal daily working program of \$5,000,000 single, with an aggregate capacity in the \$12,000,000 range. If requested by our client, we would consider limits beyond these thresholds on both a single job and aggregate basis.

Please note this letter is not an assumption of liability. We have issued this letter only as a bonding reference requested by BBI. It should be noted that all final bond approvals are conditioned upon applicable underwriting considerations at the time of a formal request from our client.

The Westfield Insurance Company is listed on the Federal Treasury List of Approved Sureties and licensed to do business in all 50 states. Westfield Insurance Company has an A.M. Best rating of "A" (Excellent) with a Financial Size Category of "XV" and is listed on the U.S. Treasury Department Circular 570 as an acceptable surety on Federal Projects with a T-limit of \$152,416,000.

We are proud to recommend this fine organization to you. Should you require additional information regarding BBI Construction Management, Inc. bond program, please feel free to contact our office.

Kind regards,

Michael A. Suchan
Regional Surety Leader

DRUG-FREE WORKPLACE FORM

The undersigned bidder in accordance with Florida Statute 287.087 hereby certifies that

BBI Construction Management, Inc.

does:

(Name of Proposer)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for the drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this bidder complies fully with the above requirements.

By: Joe Burns, President

Proposer's Signature

8/31/23

Date

8/31/23

CITY OF GAINESVILLE

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty of perjury:

- (1) That I am the bidder (if the bidder is an individual), a partner of the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation with authority to sign on its behalf (if the bidder is a corporation);
- (2) That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition.
- (3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: By: Joe Burns, President

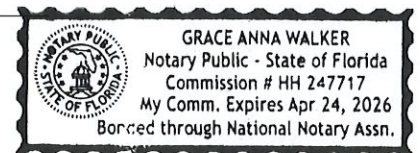
Firm Name: BBI Construction Management, Inc.

Subscribed and sworn to before me this 31st day of August 20 23

Grace Walker
Notary Public

Grace Walker

My Commission expires April 24th, 20 26.



Proposer's E.I. Number: 59-1840198

(Number used on Employer's Quarterly Federal tax return)

Your payment was processed. Print this tax receipt for your records. It was also sent to joe@bbi-cm.com



Online Business Tax Receipt⁽¹⁾

Business Name **BURNS, JOSEPH T.
BBI CONSTRUCTION
MANAGEMENT, INC.**

Business Tax ID **11691**

This constitutes your business tax receipt for 10/1/2022 - 9/30/2023.

Your business tax(es) for the fiscal year **10/1/2022 - 9/30/2023** are as follows:

Business Categories

ID	Service Name	Tax Amount	Explanation of Calculations
1000	STATE LICENSE/CERTIFICATION REQUIRED	\$0.00	
1360	CONTRACTOR-GENERAL-UNLIMITED	\$131.25	Business category flat fee of \$131.25
6801	COMMERCIAL ZONED	\$0.00	
****	Payment	(\$131.25)	Posted on 9/16/2022
TOTAL DUE:		\$0.00	

Please note that the maximum charge for any single service is \$525

Amount Due on **Friday, September 16, 2022** is **\$0.00**

(1) This page will serve as your business tax receipt for the fiscal year 10/1/2022 - 9/30/2023.

Payments must be time-stamped by 11:59 pm on Monday, October 03, 2022 in order to avoid late fees.

Please, note that a home occupation permit may be required for this location, someone will contact you upon review of the information



CITY OF GAINESVILLE

Customer Copy

BUSINESS TAX STATEMENT

TREASURY DIVISION OF THE DEPARTMENT OF FINANCE

citybc@gainesvillefl.gov

TAX YEAR BEGINS OCTOBER 1, 2022

AND ENDS SEPTEMBER 30, 2023

BUSINESS TAX NO.**11691**

BUSINESS NAME AND MAILING ADDRESS

8/31/2022

BURNS, JOSEPH T.
BBI CONSTRUCTION MANAGEMENT, INC.
4639 NW 53RD AVE
GAINESVILLE, FL 32653

BUSINESS LOCATION

4639 NW 53RD AVE

BUSINESS PHONE

352-338-2073

BUSINESS E-MAIL

joe@bbi-cm.com

Based on your most recent information update, the following is an estimate of your taxes due. These amounts may change if your information has changed.

CATEGORY	DESCRIPTION	TAX FEE
1000	STATE LICENSE/CERTIFICATION REQUIRED	\$0.00
1001	FICTITIOUS NAME REQUIREMENT	\$0.00
1360	CONTRACTOR-GENERAL-UNLIMITED	\$131.25
6801	COMMERCIAL ZONED	\$0.00
9905	PARTIAL PAYMENT	\$0.00
TOTAL TAX DUE ON OR BEFORE 10/3/2022		\$131.25

BUSINESS TAX ACCOUNT INFORMATION VERIFICATION

Before making payment, verify that the Business Location, Mailing Address, Business Phone, and Business Email above are correct. If changes need to be made, please call (352) 334-5024 or email citybc@gainesvillefl.gov with the change(s) and effective date(s).

METHODS OF PAYMENT

1. PAY ONLINE AT <https://www.gainesvillefl.gov> (CHOOSE "ONLINE SERVICES"), OR
2. IN PERSON OR COURIER DELIVERY AT CITY HALL, 200 E. UNIVERSITY AVE., 3RD FLOOR, GAINESVILLE, FL 32601. MON, TUES, THURS, FRI FROM 8AM-5PM & WED 9AM-5PM (DO NOT MAIL PAYMENTS TO THIS ADDRESS)
3. MAILING ADDRESS: PO BOX 490, STA. 47, GAINESVILLE, FL 32627. MAKE CHECKS PAYABLE TO: CITY OF GAINESVILLE

PENALTIES FOR LATE PAYMENTS (Receipt based on online payment time stamp or envelope postmark date)

Fee schedules based on receipt date:	Penalty	Total due
Received on or after October 4, 2022, but before November 1, 2022	\$13.13	\$144.38
Received on or after November 1, 2022, but before December 1, 2022	\$19.69	\$150.94
Received on or after December 1, 2022, but before January 1, 2023	\$26.25	\$157.50
Received on or after January 1, 2023	\$32.81	\$164.06

Payments not received on or before Friday, March 31, 2023 will be assessed an additional STATUTORY PENALTY OF \$250.

APPROVED BY FINANCE DIRECTOR

Florida Statutes require the City to obtain certain documentation PRIOR to the issuance of a business tax receipt. Please e-mail (btdocs@gainesvillefl.gov) the following documentation:

- A copy of the current fictitious name registration or completed affidavit
- A copy of the current state certificate, registration or license for each licensed professional

If your business does not have current copies of the required documentation on file with the City, you will NOT receive a business tax receipt. You may pay your business tax online prior to submitting the required documents, and a business tax receipt will be e-mailed to you after the required documents are received and verified.

ALL CITY, STATE AND FEDERAL REQUIREMENTS MUST BE MET IN ORDER TO LEGALLY OPERATE A BUSINESS, PROFESSION OR OCCUPATION WITHIN THE CORPORATE LIMITS OF GAINESVILLE, FLORIDA. PAYMENT OF BUSINESS TAXES AND A RECEIPT FOR PAYMENT DO NOT IMPLY THAT A BUSINESS HAS COMPLIED WITH ANY OR ALL OTHER RELEVANT STATUTORY AND REGULATORY PROVISIONS. THE CITY OF GAINESVILLE DOES NOT REFUND BUSINESS TAXES PAID IN ERROR UNLESS THE ERROR IS A CLERICAL MISTAKE MADE BY THE CITY.

If you have any questions about the Business Tax requirements or process, email citybc@gainesvillefl.gov or call 352-334-5024

Thank you for doing business in the City of Gainesville!



BBICONS-01

CALLISON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/6/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Florida 2811 NW 41st Street Gainesville, FL 32606	CONTACT NAME: PHONE (A/C, No, Ext): (352) 377-2002 FAX (A/C, No): (352) 376-8393 E-MAIL ADDRESS:
INSURED BBI Construction Management, Inc, 4639 NW 53rd Ave Gainesville, FL 32653	INSURER(S) AFFORDING COVERAGE INSURER A : Owners Insurance Company 32700 INSURER B : Auto-Owners Insurance Company 18988 INSURER C : Southern-Owners Insurance Company 10190 INSURER D : Bridgefield Employers Insurance Company 10701 INSURER E : CNA Casualty of California 20435 INSURER F : Lloyd's of London 15792

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: General Aggregate			78506577	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4121918400	9/9/2022	9/9/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			9542834600	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	830-33376	1/17/2023	1/17/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Employment Practices			652110972	5/22/2022	5/22/2023	Employment Practices \$ 1,000,000
F	Errors & Omissions			ANE4753924.22	11/10/2022	11/10/2023	Professional Liab. \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For General Insurance Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDENDUM NO. 1

Date: August 28, 2023

Bid Date: September 15, 2023
at 3:00 P.M. (Local Time)

Bid Name: Rebid of Construction of Lincoln Yard Trail

Bid No.: WSPP-230069-WB

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Please find attached:
 - a) Answers to questions presented prior to the non-mandatory pre-bid conference to be held on August 31, 2023.
 - b) Copy of the Cone of Silence information (Financial Procedures Manual Section 41-524 Prohibition of Lobbying in Procurement Matters).
2. Question: Can you provide more clarity on the intended design and dimensions of the Concrete Formed Log Seating? The heights vary from 8"-28", can you provide specific heights for the 6 shown on the plans?
Answer: The contractor shall provide: (2) 8" tall, (2) 18" tall, and (2) 28" tall log seats.
3. Question: Will FencerWire 10 Gauge Galvanized Welded Wire Mesh Size 2 inch by 2 inch (4 ft. x 50 ft.) (Model # 702556064467) be an approved alternate to McNichols 11 Gauge Welded Wire Mesh 2 x 2 (4ft x 8ft or 4ft x 10ft) (Model #342025B048)? In addition to a significant cost saving w/ comparable specifications, the McNichols wire comes in 8ft and 10ft panels, and a 6ft post spacing is specified in the plans, creating a lot of waste, and further cost. While you can order McNichols in custom 6ft lengths, this only adds to the significant cost delta between the two comparable products.
Answer: Yes, this is an approvable substitute "or equal" product.
4. Question: Can you confirm the demo of existing fence at SE 10th Pl Entrance does not exceed the following photo, and that the new decorative wood fence is intended to tie-in to the existing chain link fence to the right / north of the area shown.
Answer: Correct. Fence demolition does not exceed these limits.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum # 1 by his or her signature below, **and a copy of this Addendum # 1 to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER:

BBT CONSTRUCTION Management, Inc.

BY:

Plus, President

DATE:

8/31/23

CITY OF _____ FINANCIAL SERVICES GAINESVILLE PROCEDURES MANUAL

41-524 Prohibition of Lobbying in Procurement Matters

Except as expressly set forth in Resolution 170116, Section 9, during the Cone of Silence as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees, except the Procurement Division or the procurement designated staff contact person. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Cone of Silence period means the period between the issue date which allows for immediate submittals to the City of Gainesville Procurement Division in response to an invitation to bid, or a request for proposal, or qualifications, or information, or an invitation to negotiate, as applicable, and the time that City Officials or the Procurement Division, or City Department awards the contract.

Lobbying means when a person seeks to influence or attempt to influence City Officials or employees with respect to a decision of the City, except as authorized by procurement procedures.

PRINTED NAME

SIGNATURE

E-MAIL: _____



ADDENDUM NO. 2

Date: August 29, 2023

Bid Date: September 15, 2023
at 3:00 P.M. (Local Time)

Bid Name: Rebid of Construction of Lincoln Yard Trail

Bid No.: WSPP-230069-WB

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Please find attached:
 - a) Answers to questions presented prior to the non-mandatory pre-bid conference to be held on August 31, 2023.
 - b) Copy of the Cone of Silence information (Financial Procedures Manual Section 41-524 Prohibition of Lobbying in Procurement Matters).
2. Question: Can you clarify the areas of foliage to be removed? L3.1 indicates a large section to be cleared south of the SE 10th Place entrance. On C020, this section is not called out for foliage removal, and is seemingly outside of the project bounds / silt fence containment area.
Answer: Clearing is not required south of the silt fence boundary. See question #25 of the Bidding Notes PDF.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum # 2 by his or her signature below, **and a copy of this Addendum # 2 to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 2 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER:

BBI Construction Management, Inc.

BY:

[Signature], President

DATE:

8/31/23

CITY OF _____ FINANCIAL SERVICES GAINESVILLE PROCEDURES MANUAL

41-524 Prohibition of Lobbying in Procurement Matters

Except as expressly set forth in Resolution 170116, Section 9, during the Cone of Silence as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees, except the Procurement Division or the procurement designated staff contact person. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Cone of Silence period means the period between the issue date which allows for immediate submittals to the City of Gainesville Procurement Division in response to an invitation to bid, or a request for proposal, or qualifications, or information, or an invitation to negotiate, as applicable, and the time that City Officials or the Procurement Division, or City Department awards the contract.

Lobbying means when a person seeks to influence or attempt to influence City Officials or employees with respect to a decision of the City, except as authorized by procurement procedures.

PRINTED NAME

SIGNATURE

E-MAIL: _____



ADDENDUM NO. 3

Date: August 31, 2023

Bid Date: September 15, 2023
at 3:00 P.M. (Local Time)

Bid Name: REBID of Construction of Lincoln Yard Trail

Bid No.: WSPP-230069-WB

NOTE: This Addendum #3 has been issued only to the holders of record of the specifications and to the attendees of the non-mandatory pre-bid conference held on August 31, 2023.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Any questions shall be submitted in writing to the City of Gainesville Procurement Division by 5:00 p.m. (local time), September 8, 2023. Questions may be submitted as follows:
Email: byrnebm@cityofgainesville.org
2. Please find attached:
 - a) Answers to questions presented during the non-mandatory pre-bid conference held on August 31, 2023.
 - b) Copy of the code of silence information (Financial Procedures Manual Section 41-524 Prohibition of Lobbying in Procurement Matters).
3. Wendy Byrne, Procurement Division, discussed bid requirements.
 - a. Responses must be uploaded to DemandStar by September 15, 2023, 3pm (local time). The platform does not accept late submittals.
 - b. Send questions in writing to Wendy Byrne via email.
 - i. All communication must go through Wendy only. Do not communicate with other City staff.
 - c. Local Preference was discussed; the City Commission, or other purchasing authority, may give a preference to a local business in awarding such contract in an amount not to exceed 5% of the local business' total bid price, and in any event the cost differential should not exceed \$25,000.00. Please see Page 5, Article 1, 1.1 B, for full definition and requirements.
 - d. Sign, date and return all Addenda with your bid.

The following are answers/clarifications to questions received at the non-mandatory pre-bid conference:

4. Question: To clarify, there is no "Add Alternate" in this Rebid?
Answer: That is correct. We found that much of the confusion on the previous bid was around the "Add Alternate"; this is for a single lump sum bid for the entire project.

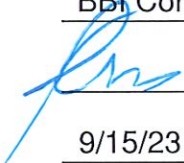
5. Question: Is the starting date still scheduled for October?
Answer: We're looking at late October-early November. Everything shifted back one month from the earlier ITB. That is addressed on question # 7 of the Bidding Notes included in the Bid Document.
6. Question: Why were all the bids rejected on the original ITB?
Answer: The initial bids were rejected as the responses indicated various understandings of what was required on the first bid. Upon review of what we had presented, it was unclear what we were looking for, specifically a lump sum bid. Some vendors submitted the "Add Alternate" portion as a separate bid amount. So we decided to start from scratch and make it clearer and emphasize that we were looking for a single lump sum bid for the entire project, not separate bids on individual portions of it.
7. Question: Is there a budget for this project?
Answer: Yes, please refer to Question 14 of the Bidding Notes; the engineer's estimate of probable costs for this project is \$350,000.
8. Question: Is the Disadvantaged Workers Program going to be a requirement for this proposal?
Answer: Yes, we are assuming that the project is over \$300,000, and so will require reporting for apprenticeships and disadvantaged workers.
9. Question: Is the completion time 180 calendar days?
Answer: Yes, 180 calendar days for substantial completion, 210 calendar days for final acceptance. This information can be found in the Draft Construction Contract, which is part of the Bid Document.
10. Question: Are there liquidated damages?
Answer: Yes, the Liquidated Damages Rate is \$250.00 per day.
11. Question: Will you be publishing the Bidding Notes separately as an Addendum, or is it part of the Bid Document?
Answer: No, as it is part of the Bid document it will not be published separately.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 3 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 3 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: BBJ Construction Management, Inc.
BY:  Joe Burns, President
DATE: 9/15/23

CITY OF _____ FINANCIAL SERVICES GAINESVILLE PROCEDURES MANUAL

41-524 Prohibition of Lobbying in Procurement Matters

Except as expressly set forth in Resolution 170116, Section 9, during the Cone of Silence as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees, except the Procurement Division or the procurement designated staff contact person. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Cone of Silence period means the period between the issue date which allows for immediate submittals to the City of Gainesville Procurement Division in response to an invitation to bid, or a request for proposal, or qualifications, or information, or an invitation to negotiate, as applicable, and the time that City Officials or the Procurement Division, or City Department awards the contract.

Lobbying means when a person seeks to influence or attempt to influence City Officials or employees with respect to a decision of the City, except as authorized by procurement procedures.