

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, byrnewm@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) # Addendum 1, 2 & 3

Legal Name of Bidder: Earthscapes Unlimited Inc

DBA: _____

Authorized Representative Name/Title: David J Gruber, President

E-mail Address: david@earthscapesunlimited.com

FEIN: 02-0546095

Street Address: 1010 N Warnell Road Coleman, FL 33521

Mailing Address (if different): PO Box 819 Coleman, FL 33521

Telephone: (352) 748-0351

Fax: (352) 330-2457

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: 

SIGNER'S PRINTED NAME: David J Gruber

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

- 1.1 This Bid is submitted electronically through “E-Bidding” on DemandStar.com to:
City of Gainesville, 200 East University Avenue, Room 339 – Gainesville, Florida 32601.
- 1.2 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

- 2.1 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

3.1 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 (which includes the playground)	\$ 524,895.01
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- 3.2 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

- 4.1 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.
- 4.2 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

5.1 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.

5.2 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.

5.3 Receipt of Addenda

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

Addendum Number	Addendum Date
1	8/28/23
2	8/29/23
3	8/31/23

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.1 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.

6.2 *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:

Earthscapes Unlimited Inc

(typed or printed name of organization)

By:



(individual's signature)

Name: David J Gruber

(typed or printed)

Title: President

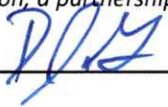
(typed or printed)

Date: _____

(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: David J Gruber

(typed or printed)

Title: President

(typed or printed)

Date: _____

(typed or printed)

Address for giving notices:

PO Box 819 Coleman, FL 33521

Bidder's Contact:

Name: David J Gruber

(typed or printed)

Title: President

(typed or printed)

Phone: 352-748-0351

Email: david@earthscapesunlimited.com or sandrap@earthscapesunlimited.com

Address:

Physical Address: 1010 N Warnell Road Coleman, FL 33521

Mailing Address: PO Box 819 Coleman, FL 33521

Bidder's Contractor License No.: (if applicable) CGC1529375

DRUG FREE WORKPLACE FORM

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

Earthscapes Unlimited Inc does:
(Name of Business)

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 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 of nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United State 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 firm complies fully with the above requirements.



Bidder's Signature

9/15/23


Date

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: 
Firm Name: Earthscapes Unlimited Inc

Subscribed and sworn to before me this 15th day of September 20 23


Notary Public

My Commission expires 06/29/2027, 20 27



Proposer's E.I. Number: 02-0546095

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

ARTICLE 1—GENERAL INFORMATION

1.1 Provide contact information for the Business:

Legal Name of Business:	Earthscapes Unlimited Inc		
Corporate Office			
Name:	David J Gruber	Phone number:	352-748-0351
Title:	President	Email address:	david@earthscapesunlimited.com
Business address of corporate office:	1010 N Warnell Road		
	PO Box 819		
	Coleman, FL 33521		
Local Office			
Name:	David J Gruber	Phone number:	352-748-0351
Title:	President	Email address:	david@earthscapesunlimited.com
Business address of local office:	1010 N Warnell Road		
	PO Box 819		
	Coleman, FL 33521		

1.2 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:	Feb 2021	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		

1.3 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:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

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

Name:	David J Gruber	Title:	President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:	Angela Gruber	Title:	Secretary & Treasurer
Authorized to sign contracts:	<input checked="" 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 License		
Licensing Agency:	State of Florida		
License No:	CGC1529375	Expiration Date:	08-31-24
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:	Florida Surety Bonds		
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):	620 N Wymore Road		
	Suite 200		
	Maitland, FL 32751		
Physical Address (principal place of business):	620 N Wymore Road		
	Suite 200		
	Maitland, FL 32751		
Phone (main):	407-786-7770	Phone (claims):	407-786-7770

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.):	
Insurance Provider	Type of Policy (Coverage Provided)
United States Fire	Commercial General Liability
Crum & Forster Indemnity Co	Auto Liability
Umbrella Liability	North River Insurance Company
Workers Compensation	Bridgefield Casualty
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):	1317 Citizens Blvd		
	Leesburg, FL 34748		
Physical Address (principal place of business):	1317 Citizens Blvd		
	Leesburg, FL 34748		
Phone (main):	352-787-3441	Phone (claims):	352-787-3441

ARTICLE 5—CONSTRUCTION EXPERIENCE

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

Average number of current full-time employees:	90
Estimate of revenue for the current year:	18 Million
Estimate of revenue for the previous year:	16 million

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

Years of experience with projects like the proposed project: 21 years			
As a general contractor:	21 years	As a joint venturer:	21 years
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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

- 5.3 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

- 7.1 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: Earthscapes Unlimited Inc

(typed or printed name of organization)

By:



(individual's signature)

Name/Title: David J Gruber / President

(typed or printed)

Date:

9/15/23

(date signed)

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

Attest:



(individual's signature)

Name/Title: ~~David J Gruber / President~~

Amber Bell, office manager

(typed or printed)

Address for giving notices:

PO Box 819

Coleman, FL 33521

Designated Representative:

Name:

David J Gruber

(typed or printed)

Title:

President

(typed or printed)

Address:

1010 N Warnell Road / PO Box 819

Coleman, FL 33521

Phone: 352-748-0351

Email: david@earthscapesunlimited.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	AJAX Paving				
Project Owner	Hillsborough County Board of County Commissioners		Project Name	ITB 21799 Turkey Creek Road Construction	
General Description of Project	Sitework, 24 inch to 66 inch storm pipe, 12 inch water mains, 6 inch force mains, lined ponds				
Project Cost	\$6,141,047.71		Date Project	September 2021 to August 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Brad McNeill	Mark Power	Dan Uhler	Mark Power	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Dee Rodriguez		AJAX	239-895-1776	drodriguez@ajaxpaving.com

Project Owner	FDOT		Project Name	E8T38 / Suntrax Visual Barrier	
General Description of Project	Construction of Visual Barrier Wall, inlet protection, sediment barrier, augger cast pilings				
Project Cost	\$5,115,331.38		Date Project	3/1/22 to 2/28/23	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Sandra Paulikevitch	Kim Davis	Dan Uhler	Kim Davis	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer	Laiquddin Mohammed	Senior Project Engineer	Mehta Engineering	407-436-5454	mlaiquddin@mehtaeng.com
Construction Manager					

Project Owner	Villages Community Development District		Project Name	ITB #22B-010 - Lake Miona Walking Trail	
General Description of Project	Construction of pedestrian walking trail				
Project Cost	\$729,360.49		Date Project	April 2022 to October 2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Sandra Paulikevitch	Scott Sumner	Dan Uhler	Scott Sumner	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Mike Harris		Villages Community Development District	352-396-8301	mike.harris@districtgov.org
Designer					
Construction Manager					

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Gainesville, Florida, a municipal corporation ("Owner") and Earthscapes Unlimited, Inc./David Gruber, a Florida limited liability company ("Contractor").

Terms used in this Agreement have the meanings stated in the Standard General Conditions included in the Invitation to Bid.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 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, parcels 16107-000-000 and 16085-000-000. The E911 address of the northern park entrance is 2099 SE 8th Avenue.

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.

This summary is merely a highlight of the project's scope of work and is not intended to be a comprehensive list of tasks to be performed, which can be found in the plans and specifications.

ARTICLE 3—PROJECT MANAGER/CONSULTANT

3.1 The Owner has assigned Elizabeth (Betsy) Waite, P.E., ("Project Manager") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Project Manager in the Contract.

3.2 The part of the Project that pertains to the Work has been designed by S&ME, Inc. ("Consultant").

ARTICLE 4—CONTRACT TIMES

4.1 Time is of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2 Contract Times: Days

A. The Work will be substantially complete within 180 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the Standard General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the Standard General Conditions within 210 days after the date when the Contract Times commence to run.

This document is a MODIFIED version of EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price). Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. All rights reserved.

Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

4.3 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner \$250.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$250.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive, and will not be imposed concurrently.

ARTICLE 5—CONTRACT PRICE

- 5.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. A lump sum of ~~Five hundred twenty-four thousand, eight hundred ninety-five dollars and one hundredths~~ Dollars (\$524,895.01).
- B. Owner's Contingency is \$30,000.00.

ARTICLE 6—PAYMENT PROCEDURES

6.1 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the Standard General Conditions. Applications for Payment will be processed by Project Manager as provided in the Standard General Conditions.

6.2 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the Standard General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. 95 percent of the value of the Work completed (with the balance being retainage). Once the project reaches 50% or more completion of construction services (payment will result in expenditure of over 50% of the total cost of construction services, as identified in the contract, including additions or deletions approved up to and including this pay request), and upon Contractor's request, City will disburse 50% of previously withheld retainage.; and
 - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the Standard General Conditions, and less 200 percent of Project Manager's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.3 *Final Payment*
- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Project Manager in accordance with Paragraph 15.06 of the Standard General Conditions.
- 6.4 *Consent of Surety*
- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- 6.5 *Interest*
- A. All amounts not paid when due will bear interest at the rate of two percent (2%) per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.1 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Statutory Payment and Performance Bond.
 - b. Warranty Bond.
 - 3. Standard General Conditions attached to the invitation to bid.
 - 4. Specifications as listed within the Construction Drawings.
 - 5. Drawings (not attached but incorporated by reference) consisting of Construction Drawings as attached to the invitation to bid.
 - 6. Addendum No. 1 dated 8/28/23, and Addendum No. 2 dated 8/29/23
 - 7. Exhibits to this Agreement (enumerated as follows):
 - a. Invitation to Bid No. WSPP-230069-WB dated 8/1/23

- b. Contractor's Bid dated 9/15/23.
 - c. Living Wage Ordinance.
 - d. Application for Payment.
 - e. Drawings sheet index.
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to and incorporated into this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.1 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- 1. Contractor has examined and carefully studied the Contract Documents, including Addenda, and any data and reference items identified in the Contract Documents.
 - 2. Contractor 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. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor 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. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, 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 Contractor; and (c) Contractor's safety precautions and programs.

6. Based on the information and observations referred to in the preceding paragraph, Contractor 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. Contractor 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 Contract Documents.
8. Contractor has given Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Project Manager is acceptable to Contractor.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.2 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "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 or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "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; and
 4. "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.

8.3 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout).

ARTICLE 9 – MISCELLANEOUS

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Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

9.1 Terms

Terms used in this Agreement will have the meanings stated in the Standard General Conditions.

9.2 Assignment of Contract

Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 Successors and Assigns

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

9.4 Severability

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 Records and Right to Audit

Contractor shall maintain records sufficient to document completion of the scope of services established by the Contract Documents. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of five (5) years after termination of the Contract. Records that relate to any litigation, appeals or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals, or claims.

9.6 E-Verify Requirement

The CONTRACTOR shall comply with all applicable requirements of Section 448.095, Florida Statutes, including but not limited to: 1) the CONTRACTOR shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the CONTRACTOR during the term of this Agreement; and 2) the CONTRACTOR shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement. Section 448.095, Florida Statutes, states the statute must be construed in a manner that is fully consistent with any applicable federal laws or regulations, and therefore this section does not apply to this Agreement to the extent that this section would be inconsistent with any federal laws or regulations that are applicable to this Agreement.

9.7 Living Wage

The definitions, terms and conditions of the city's living wage requirements set forth in Chapter 2, Article IX, Division 2, Section 2-619 of the City's Code of Ordinances shall apply to this agreement. These requirements include that the service contractor/subcontractor: shall pay a living wage to each covered employee during the term of this agreement, including any extension(s) to this agreement; shall maintain records sufficient to demonstrate compliance with the living wage requirements; shall not discharge, reduce the compensation of, or otherwise retaliate against any covered employee for filing a complaint, participating in any proceedings or otherwise asserting the requirement to pay a living wage; shall cooperate with any city audit or investigation concerning compliance with or a reported violation of the living wage requirements, including providing all requested documentation. Failure to comply with the City's living wage requirements shall be a material breach of this agreement, enforceable by the city through all rights and remedies at law and equity.

9.8 *Apprentice and Disadvantaged Worker Requirements*

Contractor shall comply with the requirements of the Apprentice and Disadvantaged Worker Ordinance, Chapter 2, Article XI, Section 2-631, Gainesville Code of Ordinances. Failure of the contractor to comply with the ordinance may result in termination of the contract. (Only applies to construction contracts over \$300,000 and electrical work over \$75,000)

9.9 *Anti-Discrimination*

Contractor shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the performance of this Contract. Contractor understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of the Contract. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

9.10 *Waiver of Jury Trial*

OWNER AND CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY SUIT, LEGAL ACTION, LITIGATION OR COUNTERCLAIM BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR OWNER AND CONTRACTOR TO ENTER INTO THIS AGREEMENT.

9.11 *Public Records*

Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the City, Contractor must:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-393-8187, waiteed@gainesvillefl.gov, P.O. Box 490, Box 24, Gainesville, FL 32627.

9.12 Independent Contractor

Contractor shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which City employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents, Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Contractor in the full performance of the Contract Documents. Contractor understands and agrees that as an independent contractor, Contractor and its officers, agents and employees are not entitled to any wages or benefits due to City employees.

Address for giving notices:

Betsy Waite, Wild Spaces & Public Places Director

P.O. Box 490, Station 24

Gainesville, FL 32627

Address for giving notices:

Earthscapes Unlimited Inc

PO Box 819

Coleman, FL 33521

License No.: CGC1529375
(where applicable)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

This document is a MODIFIED version of EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price). Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. All rights reserved.

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OWNER:


By: Cynthia W. Curry

Title: City Manager

Date: _____

CONTRACTOR:

Earthscapes Unlimited Inc

By: 

Title: President

Date: 9/15/23

License No.: _____
(where applicable)

Approved as to form and legality:

David Schwartz, Assistant City Attorney Senior



FLORIDA SURETY BONDS, INC.

620 N Wymore Road Suite 200
Maitland, FL 32751
(407) 786-7770 ♦ Fax (407) 786-7766

Toll Free (888) 786-BOND
www.FloridaSuretyBonds.com
Klm@FloridaSuretyBonds.com

April 04, 2023

RE: Earthscapes Unlimited, Inc.

To Whom It May Concern,

We are the surety agents for Earthscapes Unlimited, Inc. Bonds are currently written through Atlantic Specialty Insurance Company, which is Best Rated "A+", XV" and has a Treasury Listing of \$81,790,000.

We anticipate no difficulties in providing surety bonds for Earthscapes Unlimited, Inc. for the referenced project. We typically consider bonds in the \$10,000,000 single, \$20,000,000 aggregate range.

We would be more than willing to provide the necessary performance and payment bonds for our contractor; however, it must be understood that our ability to provide any surety credit is based upon normal and standard underwriting criteria at the time of their request.

This letter is not an assumption of liability, nor is it a bid, performance and/or payment bond. It is issued only as a bonding reference requested by our client. Neither our agency, nor the surety, are liable for any damages relating to this letter or project. Please do not hesitate to contact this office if you have any questions at all.

Sincerely,

Kim E. Niv
Vice President/Principal



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

SHARP, CHRISTOPHER MARK

EARTHSCAPES UNLIMITED INC.
1010 N WARNELL ROAD
COLEMAN FL 33521

LICENSE NUMBER: CGC1529375

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



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Detail by Entity Name

Florida Profit Corporation
EARTHSCAPES UNLIMITED INC.

Filing Information

Document Number P02000020348
FEI/EIN Number 02-0546095
Date Filed 02/19/2002
State FL
Status ACTIVE

Principal Address

1010 N Warnell Road
Coleman, FL 33521

Changed: 01/09/2018

Mailing Address

PO BOX 819
COLEMAN, FL 33521-0819

Changed: 09/13/2018

Registered Agent Name & Address

GRUBER, DAVID
2630 CR 222
WILDWOOD, FL 34785

Name Changed: 04/02/2004

Address Changed: 04/02/2004

Officer/Director Detail

Name & Address

Title STD

GRUBER, ANGIE
2630 CR 222
WILDWOOD, FL 34785

Title PD

GRUBER, DAVID
2630 CR 222
WILDWOOD, FL 34785

Annual Reports

Report Year	Filed Date
2021	01/13/2021
2022	03/21/2022
2023	04/04/2023

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<u>02/19/2002 -- Domestic Profit</u>	View image in PDF format



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<u>02/19/2002 -- Domestic Profit</u>	View image in PDF format



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:

EARTHSCAPES UNLIMITED INC

BY:

ML DAVID GRUBER PRES.

DATE:

9.13.23

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.



SIGNATURE

E-MAIL: PRINTED NAME DAVID GRUBER
david@earthscapesunlimited.com



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:

EARTHSCAPES UNLIMITED INC.

BY:

DAVID GRUBER

DATE:

9-13-23

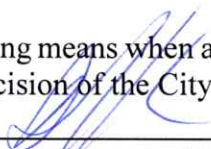
CITY OF _____ FINANCIAL SERVICES GAINESVILLE PROCEDURES MANUAL

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.



SIGNATURE

E-MAIL: PRINTED NAME DAVID BEUBOR
david@earthscapesunlimited.com



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.

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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: EarthScapes Unlimited Inc.
BY:  David Gruber
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.