

Gainesville.
Citizen centered
People empowered



Issue Date: April 18, 2018

Mandatory Pre-Proposal Conference:
May 2, 2018 @ 11:00 a.m.
at City Commission Auditorium
Gainesville City Hall
200 E. University Ave.
Gainesville, Florida

Bid Due Date: May 16, 2018 @ 3:00 p.m. local time

REQUEST FOR PROPOSAL

RFP NO. CRAX-180072-GD

HOME BUILDER CONTRACTORS FOR
HEARTWOOD RESIDENTIAL DEVELOPMENT

Procurement Representative:
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Procurement Division
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City of Gainesville
200 East University Avenue, Room 339 – Gainesville, Florida 32601

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**CITY OF GAINESVILLE
REQUEST FOR PROPOSALS FOR
HOME BUILDER CONTRACTORS FOR HEARTWOOD
RESIDENTIAL DEVELOPMENT**

**SECTION I – REQUEST FOR PROPOSAL OVERVIEW & PROPOSAL
PROCEDURES**

RFP#: CRAX-180072-GD

Due Date: May 16, 2018

INTRODUCTION/BACKGROUND

The Gainesville Community Redevelopment Agency (hereafter “CRA”) on behalf of the City of Gainesville (hereafter "City") is requesting proposals from qualified builders to market, construct and sell single family homes in the new Heartwood Subdivision (Heartwood).

RFP TIME TABLE

The anticipated schedule for the RFP is as follows, subject to change:

RFP for Distribution	April 18, 2018
Mandatory Pre-Proposal Discussion	May 2, 2018; 11:00am
Deadline for receipt of questions	May 9, 2018; 3:00pm local time
Deadline for receipt of proposals	May 16, 2018; 3:00pm local time
Evaluation/Selection process	Week of May 21, 2018
Oral presentations, if conducted	Week of June 10, 2018
Projected award date	TBD
Projected contract start date	TBD

PROPOSAL SUBMISSION

One original and 4 copies (a total of 5) of the complete proposal must be received by May 16, 2018 at 3:00 p.m. local time at which time all proposals will be publicly opened. In addition, proposer should provide one (1) electronic copy of their proposal in PDF format on a CD or USB flash drive. Electronic document should not be password protected, encrypted, etc.

The original and all copies must be submitted in a sealed envelope or container stating on the outside the proposer’s name, address, telephone number, RFP title, number and due date and delivered to:

City of Gainesville
General Government Procurement
200 East University Avenue, Room 339
Gainesville, Florida 32601

Hand-carried and express mail proposals may be delivered to the above address **ONLY** between the hours of 8:00 a.m. and 5:00 p.m., local time, Monday through Friday, excluding holidays observed by the City.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

Any proposal received after 3:00 p.m. (local time), Wednesday, May 16, 2018 will not be considered.

Both the Technical Proposal and the Price Proposal must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the proposer, and proposer(s) must affix their company's corporate seal to both Proposals. In the absence of a corporate seal, the Proposals must be notarized by a Notary Public.

The submittal of a proposal by a proposer will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated fees.

MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference has been scheduled for Wednesday, May 2, 2018 at 11:00am local time at City Commission Auditorium, Gainesville City Hall, 200 E University Ave, Gainesville, FL. At that time, prospective proposers or their representatives may discuss any questions pertaining to the project. **Failure to attend this mandatory pre-proposal conference will disqualify proposers.**

CONTACT PERSON

The contact person for this RFP is Gayle Dykeman at (352) 334-5021 or email (dykemangb@cityofgainesville.org) in Procurement. Explanation(s) desired by proposer(s) regarding the meaning or interpretation of this RFP must be requested from the contact person, in writing, as is further described below.

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person.

During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process, City officials or employees except the Procurement designated staff contact in the Procurement division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The blackout period means the period between the issue date which allows for immediate submittals to the City of Gainesville Procurement Division for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract. Lobbying means when any person, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing no later than the date specified in the RFP Timetable. The request must contain the proposer's name, address, phone number, and email address. Questions should be emailed to the Contact Person (dykemangb@cityofgainesville.org).

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or

explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the proposer's responsibility to be sure all addenda were received. The proposer should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals.

A. LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Proposals received after the Proposal Due Date and time are late and will not be considered. Modifications received after the Proposal Due Date are also late and will not be considered. Letters of withdrawal received after the Proposal Due Date or after contract award, whichever is applicable, are late and will not be considered.

B. RFP POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

C. COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the proposer(s) prior to commencement of work as defined by a contract approved by the City Commission.

D. ORAL PRESENTATION

The City may require proposers to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein.

E. EXCEPTION TO THE RFP

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a proposer take exception where none is permitted, the proposal will be rejected as non-responsive. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the Proposer furnish the services or goods described herein, or negotiate an acceptable alternative.

F. TRADE SECRET AND/OR CONFIDENTIAL AND/OR PROPRIETARY INFORMATION

All proposals (including all documentation and materials attached to proposals or provided in connection with this RFP) submitted to the City are subject to Florida's public records laws (i.e., Chapter 119, Florida Statutes), which requires disclosure of public records, unless exempt, if a public records request is made. Proposals (including all documentation and materials attached to proposals or provided in connection with this RFP (even if in a separate envelope) submitted to the City cannot be returned. The City will not consider proposals if the entire proposal is labeled a Trade Secret and/or Confidential and/or Proprietary.

If proposer believes that its proposal contains information that is a trade secret (as defined by Florida law) and/or information that is confidential and/or proprietary and therefore exempt from disclosure then such information must be submitted in a separate envelope and comply with the following requirements. In addition to submitting the information in a separate envelope, proposer must include a general description of the information designated as a trade secret and/or confidential and/or proprietary and provide reference to the Florida statute or other law which exempts such designated information from disclosure in the event of a public records request.

The City does not warrant or guarantee that information designated by proposer as a trade secret and/or confidential and/or proprietary is a trade secret and/or confidential and/or proprietary and exempt from disclosure. The City offers no opinion as to whether the reference to the Florida statute or other law by proposer is/are correct and/or accurate. The City will notify proposer if a public records request is received and proposer, at its own expense, will have forty-eight (48) hours after receipt of such notice (email notice is acceptable notice) to file the necessary court documents to obtain a protective order.

Please be aware that the designation of information as a trade secret and/or confidential and/or proprietary may be challenged in court by any person or entity. By designation of information as a trade secret and/or confidential and/or proprietary proposer agrees to defend the City, its employees, agents and elected and appointed officials ("Indemnified Parties") against all claims and actions (whether or not a lawsuit is commenced) related to its designation of information as a trade secret and/or confidential and/or proprietary and to hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees (including those of the City Attorney's office) incurred by the City by reason of any claim or action arising out of or related to proposer's designation of information as a trade secret and/or confidential and/or proprietary.

Failure to comply with the requirements above shall be deemed as a waiver by proposer to claim that all additional information in its proposal is a trade secret and/or confidential and/or proprietary regardless if such information is labeled trade secret and/or confidential and/or proprietary. Proposer acknowledges and agrees that all information in proposer's proposal (not including information in section L) will be disclosed, without any notice to proposer, if a public records request is made for such information.

Please be advised that proposer's proposal, including the information submitted in a separate envelope in accordance with the requirements set forth in this Section L, will be distributed to the Evaluation Committee members, City staff and City Consultants to allow proposer's entire proposal, including the information submitted in a separate envelope, to be evaluated and considered for award of this Contract. The entire contents of Proposer's proposal, including the information submitted in a separate envelope, may be discussed at meetings that are open to the public, subject to the requirements set forth in Chapter 286, Florida Statutes. In the event a public records request is received the City will notify Proposer and Proposer, at its own expense, will have forty-eight (48) hours after receipt of such notice (e-mail notice is acceptable notice) to file the necessary court documents to obtain a protective order.

G. QUALIFICATIONS OF PROPOSERS

As a part of the Proposal evaluation process, City may conduct a background investigation of proposer, including a record check by the Gainesville Police Department. Proposer's submission of a Proposal constitutes acknowledgment of the process and consent to such investigation.

No proposal shall be accepted from, nor will any contract be awarded to, any proposer who is in arrears to City upon any debt, fee, tax or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is otherwise determined to be irresponsible or unreliable by City.

If Proposer is determined to be irresponsible or unreliable, City will notify Proposer of its finding, including evidence used, and allow proposer an informal hearing and the opportunity to come into compliance within three business days of notification.

H. NEGOTIATIONS

The City may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the proposer's best terms from a cost or price and technical standpoint.

The City reserves the right to enter into contract negotiations with the selected proposer. If the City and the selected proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected proposer. This process will continue until a contract has been executed or all proposers have been rejected. No proposer shall have any rights against the City arising from such negotiations.

I. RIGHTS OF APPEAL

Participants in this RFP solicitation may protest RFP specifications or award in accordance with Section 41-580 of the City of Gainesville's Financial Services Procedures Manual.

J. RULES; REGULATIONS; LICENSING REQUIREMENT

The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.

K. REVIEW OF PROPOSALS

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all required documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive.

L. LOCAL SMALL AND SERVICE-DISABLED VETERAN BUSINESS PARTICIPATION

It is the policy of the City of Gainesville that all local small and service-disabled veteran businesses as defined in the Local Small Business Procurement Program Policies and Procedures, have the maximum practical opportunity to participate in contracting opportunities provided by the City. In keeping with this policy, each proposer is asked to state whether it will utilize small and service-disabled veteran that are eligible for assistance to perform work on the project(s) being advertised. For firms not yet certified by the City, a small and service-disabled veteran application may be requested and submitted to the Office of Equal Opportunity. Applications can be downloaded from the Office of Equal Opportunity website at <http://www.cityofgainesville.org/OfficeofEqualOpportunity.aspx>. To be considered as a certified small and/or service-disabled veteran, a proposer must have a current certificate at the time of the solicitation submittal due date. For more information on certified small and service-disabled veteran businesses, please visit the Office of Equal Opportunity's website.

M. LOCAL PREFERENCE

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased and awarded by the City Commission or other authority. In the case of requests for proposals, letter of interest, best evaluated bids, qualifications or other solicitations and competitive

negotiation and selection in which objective factors are used to evaluate the responses. Local Businesses are assigned five (5) percent of the total points of the total evaluation points. If Local Preference is requested by the proposer, the attached Exhibit A must be submitted with the proposal.

Local business means the vendor has a valid business tax receipt, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, in the Bid or RFP evaluation, the vendor must provide a copy of the business tax receipt and Zoning Compliance Permit. Exhibit -A-(Attach Codified document)

N. RECORDS/AUDIT

Contractor shall maintain records sufficient to document their completion of the scope of services established by this Contract. 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 three (3) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

O. INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/SETTLEMENTS/FINES/PENALTIES

The City Commission specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S) involving the Contractor and specific Contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

P. NON-DISCRIMINATION POLICY AND COMMERCIAL NON-DISCRIMINATION REQUIREMENT

As a condition of entering into this agreement, the company represents and warrants that it will comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination. The company 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 solicitation, selection, hiring, commercial treatment of subcontractors, vendors, suppliers or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination.

The City reserves the right to investigate any claims of illegal discrimination by the Contractor and in the event a finding of discrimination is made and upon written notification thereof, the Contractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the City. The company understands and agrees that a violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.”

For more information on this policy and requirement, please visit the Office of Equal Opportunity’s website.

SECTION II – SCOPE OF SERVICES

A. INTENT

It is the intent of the CRA on behalf of the City to obtain proposals for qualified builders to market, construct and sell single family homes in the new Heartwood Subdivision (Heartwood). The CRA may contract with more than one builder.

B. MINIMUM REQUIREMENTS

A Builder must satisfy the following qualifications:

1. Builder must be a general contractor authorized to do business in the state of Florida.
2. Builder must be able to obtain a Payment and Performance Bond for any work performed by Builder in Heartwood.
3. Builder must have been regularly engaged in the construction of residential homes for a minimum of 5 years from the opening date of this RFP.
4. Builder must have performed similar work comparable in size and scope.
5. Builder must have the resources and financial ability to build a minimum of 17 homes.

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SECTION III – PROPOSAL FORMAT

Instructions to proposers: Proposals must contain each of the below enumerated documents, each fully completed, signed, and notarized as required. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

A. FORMAT AND CONTENTS OF PROPOSAL

1. Table of Contents

The table of contents should outline in sequential order the major areas of the proposal, and all pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

2. Technical Proposals

The technical proposal is a narrative which addresses the scope of work, the proposed approach to the work, the schedule of the work, and any other information called for by the RFP which the proposer deems relevant.

3. Price Proposal

The price proposal is a presentation of the proposer's total offering price including the estimated cost for providing each component of the required goods or services.

Proposers should indicate the dollar amount which will be attributed to each sub-contractor, if any.

A prescribed format for the price proposal can be found on Attachment A. This format must be used for pricing proposals.

4. Qualifications

The response to the minimum qualification requirements contained below is a list of the minimum qualification requirements prescribed for the RFP. Proposers must provide documentation which demonstrates their ability to satisfy all of the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be considered for award. If a prescribed format, or required documentation for the response to minimum qualification requirements is stated below, proposers must use said format and supply said documentation.

A copy of your Business tax receipt and Zoning Compliance Permit should be submitted with the proposal if a local preference is requested.

B. QUALIFICATIONS/STATEMENT OF QUALIFICATIONS

Include a description of the experience, qualifications including any minimum qualifications, financial stability, 5 (five) most recent contracts of the proposer's performance on contracts of similar scope and size required. A specific format may be required of the proposers. Experience may be included as the number of years, level of technical knowledge, educational degrees and certifications required. Financial stability may be determined by requesting the proposers' most recent financial statement, certified audit, balance sheet, or evidence of bonding capacity.

SECTION IV – EVALUATION CRITERIA AND PROCEDURES

A. EVALUATION CRITERIA

1.0 SELECTION AND EVALUATION CRITERIA

Proposals will be evaluated in accordance with the procedures described in the City's Professional Services Evaluation Handbook. The proposals will be evaluated in four stages: Technical Qualifications Evaluation, Written Proposal Evaluation and/or Presentation/Interview Evaluation, and Other Factors as deemed appropriate. The City shall consider the ability of the firm's professional personnel, willingness to meet time and budget requirements, workload, location, past performance, volume of previous work with the City, and location. The Evaluation process provides a structured means for consideration of all these areas.

1.1 Technical Qualifications Evaluation

The Technical Qualifications Evaluation will assess each responding firm's ability based on experience and qualifications of key team members, the firm's capability of meeting time and budget requirements, and the firm's record with regard to this type of work, particularly in the City of Gainesville or in the State of Florida. This stage does not involve review and evaluation of a proposal addressing the project scope of work. Consideration will be given to the firm's current workload, financial stability, and the location where the majority of the technical work will be produced. The City will not be impressed with excessive amounts of boilerplate, excessive numbers of resumes, excessive length of resumes, excessive numbers of photographs, work that distant offices have performed, or work not involving personnel to be assigned to the proposed project.

1.2 Written Proposal Evaluation

The Written Proposal Evaluation will assess the firm's understanding of the project and the proposed approach to be undertaken as addressed in a written proposal. The evaluation process will assess how effectively the requirements of the scope of services have been addressed. The written proposal should identify a project manager and other key members of the project/service team. It should relate the capabilities of the project/service team to the requirements of the scope of services.

1.3 Presentation/Interview Evaluation

The Proposal Presentation/Interview Evaluation is based on an oral presentation that addresses both the technical qualifications of the firm and the approach to the project. Importance is given to the firm's understanding of the project scope of work, the placement of emphasis on various work tasks, and the response to questions. The evaluation process will assess the project manager's capability and understanding of the project and his/her ability to communicate ideas. The role of key members of the project/service team should be established based on the scope of services and the firm's approach to the project/service. The role of any subcontracted firm in the proposal should be clearly identified. Unique experience and exceptional qualifications may be considered with emphasis on understanding of the project/service, particularly "why it is to be done" as well as "what is to be done." The City of Gainesville will not be impressed with excessive boilerplate, excessive participation by "business development" personnel, and the use of "professional" presenters who will not be involved in the project or future presentations.

1.4 Other factors

The Other Factors to be considered, based upon the specific project (but not limited to), are those items, such as SBPP and/ or Local Preference. Fee proposals, when requested and deemed appropriate, are also to be considered in the evaluation process, where the request for such fees is in accordance with the City's Procurement Policies and Procedures.

B. SELECTION PROCESS

The contractor(s) will be selected from the qualified vendors submitting responses to this Request for Proposals. The selection process will be as follows:

1. Evaluators consisting of staff will review the written proposals. The evaluation process provides a structured means for consideration of all proposals.
2. Upon review and evaluation, the City may request oral presentations from the top ranked vendors. During the oral presentations, the vendors shall further detail their qualifications, approach to the project and ability to furnish the required services. These presentations shall be made at no cost to the City. Firms selected for further presentations should provide one (1) electronic copy of materials presented in PDF format on a CD.
3. Prior to final ranking of firms, the apparent top ranked vendor will be required to furnish proof to the City that it complies with the specifications.
4. The final ranking of firms will be in accordance with the procedures described in the City's Professional Services Evaluation Handbook. If required, the final ranking of firms will be presented to the City Commission. The City Commission will be requested to approve the recommended ranking and authorize negotiation and execution of the contract beginning with the top ranked vendor.
5. Provided that the City Commission approves the ranking and an award, the City will negotiate a contract with the top ranked proposer for the provision of HOME BUILDER CONTRACTORS FOR HEARTWOOD RESIDENTIAL DEVELOPMENT. Should the City be unable to negotiate a satisfactory contract with the top ranked vendor, negotiations will be terminated with that proposer and negotiations will be initiated with the second most qualified proposer, and so on until a satisfactory contract is negotiated.

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SECTION V – GENERAL PROVISIONS

A. CONTRACT AWARD

The award(s), if any, shall be made to the proposer(s) whose proposal(s) shall be deemed by the City to be in the best interest of the City. The decision of the City of whether to make the award(s) and which proposal is in the best interest of the City shall be final.

The Contract to be entered into with the successful proposer will designate the successful proposer as the City's Contractor and will include, but not be limited to, the following terms and conditions.

B. GENERAL TERMS AND CONDITIONS

Following are the General Terms and Conditions, supplemental to those stated elsewhere in the Request for Proposals, to which the Vendor must comply to be consistent with the requirements for this Request for Proposals. Any deviation from these or any other stated requirements should be listed as exceptions in a separate appendix of the proposal.

1. Public Entity Crimes. Section 287.133 (2)(a), Florida Statutes, contains the following provisions: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
2. Tie Bids. Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Bidders located within the City of Gainesville, if not subject to the Local Preference Ordinance; (3) Bidders located within Alachua County; (4) Bidders located within the State of Florida; (5) coin toss. In the case where Federal funds are being utilized, articles 2,3 and 4 will not apply.
3. Drugfree Workplace. Preference shall be given to submitters providing a certification with their qualifications certifying they have a drug-free workplace whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes. The attached form should be filled out and returned with the qualifications in order to qualify for this preference.
4. Indemnification. The Contractor shall agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the contract whether by act or omission or negligence of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.
5. Insurance. Contractor shall provide proof of insurance in an amount as noted below:

Worker's Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.

Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).

The City shall be an additional insured on such Public Liability Insurance and the Contractor shall provide copies of endorsements naming the City as additional insured.

Automobile Liability Insurance

Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).

The Contractor shall furnish the City a certificate of insurance in a form acceptable to the City for the insurance required. Such certificate or an endorsement provided by the Contractor must state that the City will be given thirty (30) days' written notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage.

6. Sovereign Immunity. Nothing in the executed contract shall be interpreted that the City waives its sovereign immunity granted under Section 768.28, Florida Statutes.
7. Term. The term of the contract will commence upon final execution and will continue for 3 years, subject to funding in subsequent fiscal years. At the end of the contract period, upon satisfactory performance, the City, may at its option, negotiate and extend the contract for 1 additional 1 year period.
8. Termination. The contract will provide termination by either party without cause upon 30 days prior written notice to the other party. In the event of termination, the Contractor will be compensated for services rendered up to and including the day of termination.
9. Applicable Law. The contract and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida. Venue in the courts of Alachua County, Florida.
10. Joint Bidding/Cooperative Purchasing Agreement. All bidders submitting a response to this invitation to bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and the same effective period as this bid, should the bidder deem it in the best interest of its business to do so. This agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida to rebid any or all items.
11. Subcontractors. All successful contractors specific to construction in the amount of \$300 thousand or more to include material suppliers shall be required to provide information of subcontractors in addition to sub and sub subcontractors prior to final payment under the contract.
12. Florida Public Records Act.
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:
 1. Keep and maintain public records required by the public agency to perform the service.
 2. 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.
 3. 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.
 4. 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 _____ 352-334-_____, _____@cityofgainesville.org, P.O. Box 490 Mail Station 32, Gainesville, FL 32627.

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SECTION VI – TECHNICAL SPECIFICATIONS

A. SCOPE

CRA on behalf of the City will select at least one builder but may select up to two. Each selected builder will be required to market homes in the subdivision to end loan purchasers, enter into a contract with the home buyer, buy down the lot from the City with a closing for the lot in escrow, provide any value engineering of construction plans if requested by purchaser, construct the home(s) that is under contract (including landscaping), and close on the sale of the home(s). Builders may not require home buyers to obtain construction loans.

B. BACKGROUND

The Heartwood Subdivision is located on a 15.1 acre site at 1717 SE 8th Avenue, Gainesville, FL {Parcel:16102-010}. The CRA recorded the subdivision plat, and deed restrictions with Architectural Standards. The plat is recorded in PB 34 PG 21, and deed restrictions with Architectural Standards can be found in Official Records Book 4750, Page 1751. The Deed Restriction and Plat are also attached this RFP. (See Appendix B and G) Also attached are four elevations, Site Concepts, and a 3D photorealistic rendering for each planned home (See Appendix A). Also Attached in Appendix C are 8 elevations for reference. Any changes or value engineering made to the homes must be consistent with the deed restrictions and Architectural Standards. Appendix B documents are representative of the types of alterations that may be acceptable.

The CRA on behalf of the City contracted to construct the subdivision's infrastructure, including utility infrastructure, wetland improvements, paved streets, curb and gutter, and pad ready sites. The CRA anticipates infrastructure construction to be completed on or before Q2 2019.

When completed, Heartwood will contain 34 single family detached homes. While Builder(s) will sell the homes at market rate, the City and/or CRA may provide incentives or other tools so that some of the homes will be affordable housing. The City and the CRA will bear the burden of the cost of price reduction for affordability, not the builder. Builder(s) will be responsible for marketing, constructing and selling homes in the Heartwood Subdivision. Home buyers will contract with the Builder to purchase the home. Home buyers will purchase homes using purchase money mortgages. Builder(s) will also be expected to provide recommendations for the buildout of common areas.

Leading up to this RFP, the CRA has engaged in marketing and outreach efforts to inform potential buyers of financial resources and steps necessary to become homeowners. A project specific website (www.heartwoodgmv.com) was developed to promote the neighborhood. These efforts have attracted almost 340 potential home buyers interested in homeownership in the Heartwood Subdivision. Once Builder(s) have been selected the CRA will hand over all information regarding potential buyers to the Builder(s).

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SECTION VII – PRICE PROPOSAL

Using Bid Sets for Heartwood Models 1 and 5B (Appendixes E & F) provide pricing using Attachment A “Estimate Pages” to provide pricing for these two homes.

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DRUG-FREE WORKPLACE FORM

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

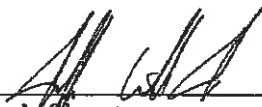
WPJ Construction LLC

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 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 firm complies fully with the above requirements.



Bidder's Signature

5/16/18

Date

DEBARRED AND SUSPENDED BIDDERS:

Breach of Contract

1. **Scope.**

This policy prescribes policies and procedures relating to:

 - (a) the debarment of bidders for cause;
 - (b) the suspension of bidders for cause under prescribed conditions;
and,
 - (c) the rejection of bids, revocation of acceptance and termination of contracts for cause.

It is directly applicable to the advertised and negotiated purchases and contracts, for equipment and services of the City.
2. **General.**

Debarment and suspension are measures which may be invoked by the City either to exclude or to disqualify bidders and contractors from participation in City contracting or subcontracting. These measures should be used for the purpose of protecting the interests of the City and not for punishment. To assure the City the benefits to be derived from the full and free competition of interested bidders, these measures should not be instituted for any time longer than deemed necessary to protect the interests of the City, and should preclude awards only for the probable duration of the period of non-responsibility.
- 2.1 **Definitions.**
 - (a) "Debarment" means, in general, an exclusion from City contracting and subcontracting for a reasonable, specified period of time commensurate with the seriousness of the offense, improper conduct or inadequate performance.
 - (b) "Suspension" means a disqualification from City contracting and subcontracting for a temporary period of time because a concern or individual is suspected upon adequate evidence (See Section 6) of engaging in criminal, fraudulent, improper conduct or inadequate performance.
 - (c) A "debarment list" or "debarred bidders list" means a list of names of concerns or individuals against whom any or all of the measures referred to in this policy have been invoked.
 - (d) "Bidders" means, wherever the term is used in this policy, an offerors bidding pursuant to an invitation for bids or a request for proposals.
 - (e) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.
 - (f) "Business operations" means commercial or industrial activity engaged in regularly and continuously over a period of time for the purpose of receiving pecuniary benefit or otherwise accomplishing an objective. "Business operations" constitute and are equivalent to "carrying on business", "engaged in business", "doing business".
3. **Establishment and Maintenance of a List of Concerns or Individuals Debarred or Suspended.**
 - (a) The Procurement Division shall establish and maintain on the basis contained in Sections 6 and 6.1, a consolidated list of concerns and individuals to whom contracts will not be awarded and from whom bids or proposals will not be solicited.
 - (b) The list shall show as a minimum the following information:
 - (1) the names of those concerns or individuals debarred or suspended (in alphabetical order) with appropriate cross-reference where more than one name is involved in a single action;
 - (2) the basis of authority for each action;
 - (3) the extent of restrictions imposed; and,
 - (4) the termination date for each debarred or suspended listing.
 - (c) The list shall be kept current by issuance of notices of additions and deletions.
4. **Treatment to be Accorded Firms or Individuals Debarred or Suspended**

Firms or individuals listed by the Procurement Division as debarred or suspended shall be treated as follows.

 - (a) **Total restrictions.** A contract shall not be awarded to a concern or individual that is listed on the basis of a Section 5(a)(1), (2) or (3) felony "conviction", or to any concern, corporation, partnership, or association in which the listed concern or individual has actual control or a material interest; nor shall bids or proposals be solicited therefrom. However, when it is determined essential in the public interest by the City Commission, an exception may be made with respect to a particular procurement action where the individual or concern is effectively the sole source of supply or it is an emergency purchase.
 - (b) **Restrictions on subcontracting.** If a concern or individual listed on the debarred and suspended bidders list is proposed as a subcontractor, the Procurement Division shall decline to approve subcontracting with that firm or individual in any instance in which consent is required of the City before the subcontract is made, unless it is determined by the City to grant approval City Commission essential to public interest and the individual or concern is effectively the sole source of supply or it is an emergency purchase.
5. **Causes and Conditions Applicable to Determination of Debarment.**

Subject to the following conditions, the Procurement Division is authorized to debar a firm or individual in the public interest for any of the following causes occurring with ten (10) years of debarment.

- (a) Causes
 - (1) "Conviction" for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract thereunder, or in the performance of such contract or subcontract.
 - (2) "Convictions" of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification or destruction of records, perjury, or receiving stolen property where the conviction is based upon conduct which arose out of, or was related to, business operations of the bidder.
 - (3) "Conviction" for bid-rigging activities arising out of the submission of bids or proposals.
 - (4) Violation of contract provisions, as set forth below, of a character which is regarded by the City to be so serious as to justify debarment action:
 - (i) willful failure to perform in accordance with the specifications or within the time limit provided in the contract;
 - (ii) a record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts. Failure to perform or unsatisfactory performance caused by acts beyond the control of the firm or individual as a contractor shall not be considered to be a basis for debarment.
 - (5) Debarment by any other governmental agency.
- (b) Conditions.
 - (1) Debarment for any of the causes set forth in this section shall be made only upon approval of the Procurement Division.
 - (2) The existence of any of the causes set forth in (a) of this section does not necessarily require that a firm or individual be debarred except as provided in 4(a). In each instance, whether the offense or failure, or inadequacy of performance, be of criminal, fraudulent, or serious nature, the decision to debar shall only be made if supported by a preponderance of the credible evidence available. Likewise, all mitigating factors may be considered in determining the seriousness of the offense, failure, or inadequacy of performance, in deciding whether debarment is warranted. The actual or apparent authority of an involved individual, the present relationship of involved individuals with the bidder, the past performance of the individual or concern, and the relationship of the violation to the services or materials involved shall be considered.
 - (3) The existence of a cause set forth in (a)(1), (2), and (3) of this section shall be established by criminal "conviction" by a court of competent jurisdiction. In the event that an appeal taken from such conviction results in reversal of the "conviction", the debarment shall be removed upon the request of the bidder (unless other causes for debarment exists). For the purposes of this policy, the following shall have the same effect as a "conviction": pleading guilty or nolo contendere, or being found guilty by a jury or court of, the offense in question, regardless of whether probation is imposed and adjudication withheld.
 - (4) The existence of a cause set forth in (a)(4) and (5) of this section shall be established by a preponderance of credible evidence by the Procurement Division.
 - (5) Debarment for the cause set forth in (a)(5) of this section (debarment by another agency) shall be proper if one of the causes for debarment set forth in (a)(1) through (4) of this section was the basis for debarment by the original debarring agency. Such debarment may be based entirely on the record of facts obtained by the original debarring agency, or upon a combination of such facts and additional facts.

5.1 Period of Debarment.

- (a) Debarment of a firm or individual shall be for a reasonable, definitely stated period of time commensurate with the seriousness of the offense or the failure or inadequacy of performance. As a general rule, a period of debarment shall not exceed five (5) years. However, when partial or total debarment for an additional period is deemed necessary, notice of the proposed additional debarment shall be furnished to that concern or individual in accordance with Section 8.
- (b) A debarment may be removed or the period thereof may be reduced by the City Manager upon the submission of an application supported by documentary evidence, setting forth appropriate grounds for the granting of relief; such as newly discovered material evidence, reversal of a conviction, bona fide change of ownership or management, or the elimination of the causes for which the debarment was imposed. The City Manager may request additional information, shall consider all relevant facts, and shall render a decision within twenty (20) days of receipt of the application unless a longer period is warranted under the circumstances.

6. Suspension of Bidders.

- (a) Suspension is a drastic action and, as such, shall not be based upon an unsupported accusation. In assessing whether evidence exists for invoking a suspension, consideration should be given to the amount of credible evidence which is available, to the existence or absence of corroboration as to important allegations, as well as to the inferences which may properly be drawn from the existence or absence of affirmative facts. This assessment should include an examination of basic documents, such as contracts, inspection reports, and correspondence. In making a determination to suspend, the Procurement Division shall consider the factors set forth in Section 5(b)(2). A suspension may be modified by the City Manager as described in Section 5.1(b).

6.1 Causes and Conditions Under Which the City May Suspend Contractors

- (a) The Procurement Division may, in the interest of the City, suspend a firm or individual when the firm or individual is suspected, upon credible evidence, of having committed one or more the following act(s) within three (3) years of the date of suspension:
 - (1) Commission of fraud or a criminal offense as an incident to obtaining, attempting to obtain, or in the performance of a public contract;
 - (2) Violation of statutes concerning bid-rigging activities out of the submission of bids and proposals; and,
 - (3) Commission of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification, or destruction of records, perjury, receiving stolen property. Commission of any other offense indicating a lack of business integrity or business honesty which seriously and directly affects the question of present responsibility as a City contractor.

6.2 Period of Suspension.

- (a) All suspension shall be for temporary period pending the completion of an investigation and such legal proceedings as may ensue. In the event that prosecution has not been initiated within twelve (12) months from the date of the suspension, the suspension shall be terminated. Upon removal of suspension, consideration may be given to debarment in accordance with Section 5 of this policy.

7. Scope of Debarment or Suspension.

- (a) A debarment or suspension may include all known affiliates of a concern or individual.
- (b) Each decision to include a known affiliate within the scope of a proposed debarment or suspension is to be made on a case-by-case basis, after giving due regard to actual or apparent authority of the controlling concern or individual and similarity of the services provided by the affiliate to those provided by the debarred individual or concern.
- (c) The criminal, fraudulent, or seriously improper conduct of an individual may be imputed to the business concern with which he is connected, where such impropriety was accomplished within the course of his official duty or apparent authority, or was effected by him with the knowledge and approval of that concern. When the individual was an officer of the concern, knowledge and approval may be presumed. Likewise, where a concern is involved in criminal, fraudulent, or seriously improper conduct, any individual who was involved in the commission of the impropriety may be debarred or suspended.

8. Notice of Debarment or Suspension.

When the Procurement Division seeks to debar or suspend a concern or individual (or any affiliate thereof) for cause, it shall furnish that party with a written notice:

- (1) stating that debarment or suspension is being considered;
- (2) setting forth the reasons for the proposed action;
- (3) indicating that such party will be afforded an opportunity for a hearing if requested within ten (10) days; and,
- (4) indicating that such party may make a written response in accordance with Section 9(a).

9. Response to Notice of Debarment or Suspension.

- (a) In lieu of requesting a hearing within the prescribed ten (10) day period, the party may, within said ten (10) day period, notify the City of its intent to provide a written reply and submit written evidence to contest the debarment or suspension. Such written evidence must be submitted within twenty (20) days after receipt of the notice of proposed debarment or suspension in order for it to be considered.
- (b) Whatever response is received to the notice of intent to debar or suspend, such will be considered in determining whether debarment or suspension action will be made. Where a reply is received to the notice of intent to debar or to suspend, and evidence to refute such action is furnished but no hearing is requested, the information furnished will be considered in determining the action to be taken.
- (c) If a hearing is requested, it shall be conducted by the City Manager. The hearing will be held at a location convenient to the City as determined by the City Manager and on a date and at a time stated. An opportunity shall be afforded to the firm or individual to appear with witnesses and counsel, to present facts or circumstances showing cause why such firm or individual should not be debarred or suspended. The proceeding shall be of an informal nature as determined by the City Manager. After consideration of the facts, the City Manager shall notify the firm or individual of the final decision.
- (d) If no response is made to the notice of debarment or suspension within the first ten (10) day period, the decision of the Procurement Division shall be deemed final and the party so notified.

10. Rejection of Bids, Breach of Contract.

- (a) Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by the City that the bidder or its affiliates have committed any act which would have been cause for debarment.
- (b) If after a contract is awarded and performance has been begun the City discovers that the bidder or its affiliates have committed any act prior to award or acceptance which would have been cause for debarment had it been discovered prior to solicitation or acceptance, the City may consider such to be a material breach of the contract and such shall constitute cause for termination of the contract.
- (c) If after bids have been solicited and/or accepted or after a contract is awarded and performance begun, the City discovers that the bidder or its affiliates committed any act prior to award or acceptance which would have been cause

for disbarment or suspension had it been discovered prior to solicitation or acceptance, the City may require additional satisfactory assurances that such act(s) have not occurred and that the contract can and will be faithfully performed. If additional assurances are requested and are not satisfactory or if the bidder or its affiliates fail to immediately cooperate with all reasonable requests, including requests for information reasonably calculated to lead to the discovery of relevant evidence, then such may be considered a material breach of the contract and such shall constitute cause for termination of the contract.

ARTICLE X. LOCAL PREFERENCE POLICY*

***Editor's note:** Section 9 of Ord. No. 001261 states: "This ordinance shall become effective October 1, 2004, and shall be reviewed by the City Commission October 1, 2005, and unless extended by action of the City Commission, shall be deemed repealed effective March 31, 2006, provided that it shall remain applicable to new contracts solicited prior to repeal."

Sec. 2-620. Findings of fact.

The city annually spends significant amounts on purchasing personal property, materials, and contractual services and in constructing improvements to real property or to existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees, and utility revenues derived from local businesses in the corporate city limits of Gainesville, and the city commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the city commission has determined that it is in the best interest of the city to give a preference to local businesses in the corporate city limits of Gainesville in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

(Ord. No. 001261, § 1, 3-29-04)

Sec. 2-621. Definition.

"Local business" means the vendor has a valid occupational license, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, the vendor must provide a copy of the occupational license.

(Ord. No. 001261, § 2, 3-29-04)

Sec. 2-622. Local preference in purchasing and contracting.

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, as described below, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the city commission or other authority. In the case of requests for proposals, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, local businesses are assigned five percent of the total points of the total evaluation points.

(Ord. No. 001261, § 3, 3-29-04)

Sec. 2-623. Exceptions to local preference policy.

The preference set forth in this Article X shall not apply to any of the following purchases or contracts:

- (1) Good or services provided under a cooperative purchasing agreement;

- (2) Contracts for professional services procurement of which is subject to the Consultants' Competitive Negotiation Act (F.S. § 287.055) or subject to any competitive consultant selection policy or procedure adopted or utilized by the city commission or charter officer;
- (3) Purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference; or
- (4) Purchases made or contracts let under emergency or noncompetitive situations, or for litigation related legal services, etc., as such are described in the city's purchasing policies;
- (5) Purchases with an estimated cost of \$50,000.00 or less;
- (6) Application of local preference to a particular purchase, contract, or category of contracts for which the city commission is the awarding authority may be waived upon written justification and recommendation of the charter officer and approval of the city commission. The preferences established herein in no way prohibit the right of the city commission or other purchasing authority to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the right of the city commission or other purchasing authority from giving any other preference permitted by law in addition to the preference authorized herein.

(Ord. No. 001261, § 4, 3-29-04)

Sec. 2-624. Application, enforcement.

The local preference shall apply to new contracts for supplies, materials, equipment and services first solicited after October 1, 2004. This article shall be implemented in a fashion consistent with otherwise applicable city purchasing policies and procedures.

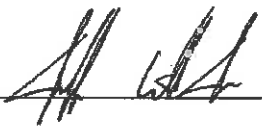
(Ord. No. 001261, § 5, 3-29-04)

CITY OF GAINESVILLE

CERTIFICATION OF COMPLIANCE WITH LIVING WAGE

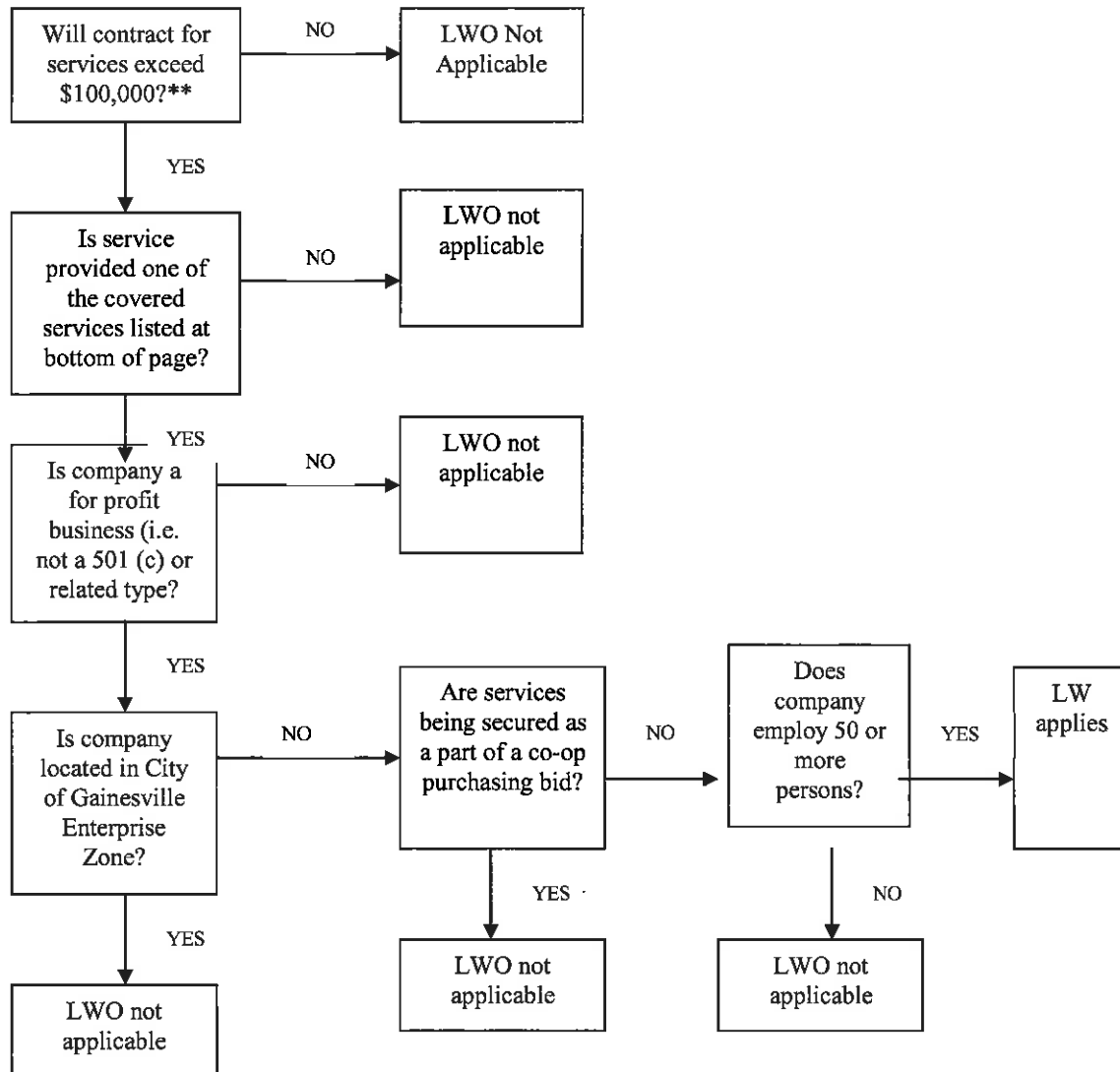
The undersigned hereby agrees to comply with the terms of the Living Wage Ordinance and to pay all covered employees, as defined by City of Gainesville Ordinance 020663 as amended at 030168 (Living Wage Ordinance), during the time they are directly involved in providing covered services under the contract with the City of Gainesville for Home Builder Contractors for Heartwood Residential Development a living wage of \$12.0673 per hour to covered employees who receive Health Benefits from the undersigned employer and \$13.3173 per hour to covered employees not offered health care benefits by the undersigned employer.

Name of Service Contractor/Subcontractor: _____
Address: _____
Phone Number: _____
Name of Local Contact Person _____
Address: _____
Phone Number: _____
\$ _____
(Amount of Contract)

Signature:  Date: 5/16/18
Printed Name: Jeffery Williams Jr.
Title: Managing Member

LIVING WAGE DECISION TREE

While not all encompassing, the following is provided as a guideline for contractors in determining whether the City of Gainesville Living Wage Ordinance applies to their firm in the performance of specified service contracts for covered services* with the City. Contractors are advised to review the entire text of the Living Wage Ordinance in conjunction with this guideline.



***Covered Services:** food preparation and/or distribution; custodial/cleaning; refuse removal; maintenance and repair; recycling; parking services; painting/refinishing; printing and reproduction services; landscaping/grounds maintenance; agricultural/forestry services; and construction services
****Total value of contract.**

LIVING WAGE COMPLIANCE
See Living Wage Decision Tree (Exhibit C hereto)

Check one:

- Living Wage Ordinance does not apply
(check all that apply)
- Not a covered service
 - Contract does not exceed \$100,000
 - Not a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, who or which employees 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses.
 - Located within the City of Gainesville enterprise zone.
- Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid.

NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply, Contractor will be required to comply with the provision of the City of Gainesville's living wage requirements, as applicable, without any adjustment to the bid price.

PROPOSAL RESPONSE FORM – SIGNATURE PAGE

(submit this form with your proposal)

TO: City of Gainesville, Florida
200 East University Avenue
Gainesville, Florida 32601

PROJECT: Home Builder Contractors for Heartwood Residential Development

RFP/RFQ#: CRAX-180072-GD

RFP/RFQ DUE DATE: May 16, 2018

Proposer's Legal Name: Jeffery Paul Williams Jr.

Proposer's Alias/DBA: WPJ Construction LLC

Proposer's Address: 1271 Wyndham Pine Dr.
Apopka, FL 32712

PROPOSER'S REPRESENTATIVE (to be contacted for additional information on this proposal)

Name: Edwin Dix Telephone Number 352-494-6420

Date: _____ Fax Number _____

Email address edwin.dix@gmail.com

ADDENDA

The Proposer hereby acknowledges receipt of Addenda No.'s 1, 2, _____, to these Specifications.

TAXES

The Proposer agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since often the City of Gainesville is exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

LOCAL PREFERENCE (check one)

Local Preference requested: YES NO

A copy of your Business tax receipt and Zoning Compliance Permit should be submitted with your bid if a local preference is requested.

QUALIFIED LOCAL SMALL AND/OR DISABLED VETERAN BUSINESS STATUS (check one)

Is your business qualified as a Local Small Business in accordance with the City of Gainesville Small Business Procurement Program? (Refer to Definitions) YES NO

Is your business qualified as a Local Service-Disabled Veteran Business in accordance with the City of Gainesville Small and Service-Disabled Veteran Business Procurement Program? (Refer to Definitions)
 YES No

SERVICE-DISABLED VETERANS' BUSINESS (check one)

Is your business certified as a service-disabled veterans' business? YES NO

LIVING WAGE COMPLIANCE

See Living Wage Decision Tree (Exhibit C hereto)

Check One:

- Living Wage Ordinance does not apply (check all that apply)
 - Not a covered service
 - Contract does not exceed \$100,000
 - Not a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, who or which employees 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses.
 - Located within the City of Gainesville enterprise zone.
- Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid.

NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply, Contractor will be required to comply with the provision of the City of Gainesville's living wage requirements, as applicable, without any adjustment to the bid price.

SIGNATURE ACKNOWLEDGES THAT: (check one)

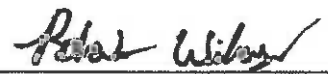
- Proposal is in full compliance with the Specifications.
- Proposal is in full compliance with specifications except as specifically stated and attached hereto.

Signature also acknowledges that Proposer has read the current City of Gainesville Debarment/Suspension/Termination Procedures and agrees that the provisions thereof shall apply to this RFP.

ATTEST:

(CORPORATE SEAL)

PROPOSER:


 Signature _____
 By: ROBERT WILEN


 Signature _____
 By: Jeffery Williams Jr.

Title: OWNER

Title: Managing Member

**CITY OF GAINESVILLE
GENERAL GOVERNMENT
PROCUREMENT DIVISION SURVEY
BID INFORMATION**

RFP #: CRAX-180072-GD DUE DATE: May 16, 2018 @ 3:00 pm

SEALED PROPOSAL ON: Home Builder Contractors for Heartwood
Residential Development

IF YOU DO NOT BID

Please check the appropriate number or explain:

- _____ 1. Not enough bid response time.
- _____ 2. Specifications not clear.
- _____ 3. Do not submit bids to Municipalities.
- _____ 4. Current work load does not permit time to bid.
- _____ 5. Delay in payment from Governmental agencies.
- _____ 6. Do not handle this item.
- _____ 7. Other: _____

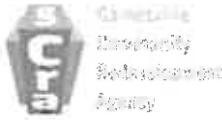
Company: _____

Address: _____

Are you a minority business? yes _____ no _____

RFP (09/22/03)
Rev. local pref. 10/1/04;7/25/05;10/05;4/06;10/06;3/07;10/11;05/12;03/16;7/19/17

This form Document No. P04-213 is a legal instrument approved by the City Attorney. Any deviations from its intended use should be authorized by the City Attorney



Heartwood Community Construction Specifications

Model

Drafting & Engineering	Hurricane resistant designed for 140 MPH wind zone (2017 FBCR 6th edition)
Surveying	To pin building envelope on each lot.
Soil Testing	Geotechnical Standard Penetration Testing (2) borings per lot.
Permitting & Inspections	Building authority permitting application and construction inspections
Impact Fees	Builder to pay community / local municipality impact fees
Interior Decorating / Color Selection	Pre-determined community color scheme; choice of (4) color schemes.
Builders Risk Insurance	Insurance to cover project while under construction
Job Site Security / Containment	Silt and/or barrier fence as needed
Dumpster	20 Cu. Yard Construction Dumpster for waste
Port-a-potty	Job site toilet & service
Temp Power	Temporary power pole installation & monthly usage for job site power
Site Prep / Clearing	Grubbing, tree removal, clearing
Fill Dirt	Clean compacted fill dirt to 95% modified proctor
Termite treatment / Pest Control	Provide "Sentricon Always Active" exterior perimeter termite baiting / treatment system, Bora Care borate based termiticide up to 3' above finish floor in bath / wet areas & Taexx "Tubes in the Wall" Pest Control System by Pest Defense.
Foundation Slab	18" X 20" Monolithic footing w/ 3,000 P.S.I. concrete reinforced with (3) #5 continuous rebar (staggered chair); 4" 3,000 P.S.I. concrete slab reinforced with 6"X6" 10/10 W.W.M. over visqueen moisture barrier
Plumbing	Plumbing pipes & labor for home as per plans; (1) shower head in master bath; (3) hose bibs, (1) ice maker box, 3/4" PVC water connection up to 50' from house; 4" DWV sewer connection up to 10' from house, supply lines run overhead through attic space; installation of fixtures included
Plumbing Fixtures	Allowance based on proposal from _____ Quote#: _____ dated: ____ / ____ /18
Gas Contractor	Natural Gas Piping (if gas appliances are selected)
Sewer Connection	Connection of home to central sewer system
Water Connection	Connection of home to central water supply
Masonry	None Included
Framing	Interior wood framed walls (studs 16" o.c.); set roof trusses, install roof sheathing; wood backing for curtain rods & ceiling fans.
Trusses	Pre-Engineered Roof trusses 140 MPH design load; slope as per plan
Roofing	30 year dimensional asphalt roof shingles over synthetic roof underlayment (vapor barrier); self adhering flashing at valleys; aluminum ridge vent
Exterior Doors & OHDs	Front door allowance \$ _____ Other exterior doors included in base price include: Fiberglass exterior personnel doors; CHI Aluminum full-view overhead garage door w/ frosted glass.
Windows	MI Brand, 3540 Series, white vinyl frame, single hung windows w/ insect screen over operable sash; insulated glass aluminum frame sliding glass doors
Window Sills	Carrara white / gray marble window sills
Fascia, Soffits & Exterior Ceilings	6" Aluminum fascia w/ aluminum drip edge; ventilated aluminum soffit, non-vented vinyl on exterior ceilings
Electrical	200 AMP electrical service, underground electrical meter (connection not included - TBD), copper wiring throughout, smoke alarms, door chime, garage door opener prewire, decora light switches, switches, outlets as per plan
Electrical Fixtures	Allowance based on proposal from _____ Quote#: _____ dated: ____ / ____ /18
Low Voltage: Security System	None Included - Builder to offer an optional security system
Low Voltage: Structured Wiring / A.V.	None Included - Builder to offer an optional security system
HVAC & Mechanical	Trane XR 15 SEER (or better) heat pump split system w/ 10KW auxiliary heat strip, programmable digital thermostat, externally vented range hood, exhaust fans in all baths as per plan
Insulation	R-20 Icynene Classic Max Open Cell Foam @ roof area, attic "kneewall", gable ends; R-13 15" garage common wall, bonus room walls; No-Burn Plus XD Fire Redardant Ignition Barrier; Insulation foam sealant around windows and doors
Drywall	1/2" gypsum drywall on interior walls w/ medium knock-down or "orange peel" texture; ceiling rated drywall on ceilings w/ medium knock-down or "orange peel" texture, hardie-backer or dens shield in bathing areas. Drywall corners: square
Stucco / Siding	Textured Portland Cement Based Plaster finish over exterior walls as per plans; Fiber cement horizontal lap siding as per plans, decorative high density foam accents as per plans
Stone / Brick	Exterior cultured stone accents as per plans
Interior Trim	5 1/4" tall colonial base board, colonial trim around doors, 22.5" x 36" attic scuttle; 5 1/4" crown molding in tray ceilings only
Interior Doors	2 panel carrara style, hollow core; split jamb masonite interior doors
Door Hardware	Dead-bolt security locks on all exterior doors, lever lock handle sets.
Painting	Sherwin Williams Paints; interior: SW Master Hide on ceilings (flat finish); SW Property Solutions on walls (flat finish); SW Pro Industrial Pre-catalyzed Water Based Epoxy on trim and doors (semi-gloss); Includes (3) colors inside; Exterior: SW A100 (satin finish); (2) colors outside
Cabinetry	Allowance based on proposal from _____ Quote#: _____ dated: ____ / ____ /18
Countertops	Allowance based on proposal from _____ Quote#: _____ dated: ____ / ____ /19
Tile Work (Walls)	Allowance based on proposal from _____ Quote#: _____ dated: ____ / ____ /20
Floor Covering	Allowance based on proposal from _____ Quote#: _____ dated: ____ / ____ /21
Appliances	Allowance based on proposal from _____ Quote#: _____ dated: ____ / ____ /22
Sod & Landscaping	Allowance based on proposal from _____ Quote#: _____ dated: ____ / ____ /23
Irrigation	Allowance based on proposal from _____ Quote#: _____ dated: ____ / ____ /24
Finish Grading / Fill	Provide fill dirt and final grading for driveway, sod, & landscaping
Driveway / Sidewalks	_____ Sq. ft. of 3,000 P.S.I. concrete reinforced with 6"X6" 10/10 w.w.m. including saw cut expansion joints
Shelving	Vinyl coated wire shelving (as shown on plans); close-mesh shelves in pantry; continuous rod for clothes.
Mirrors	42" tall, length of vanity in each bath
Accessories (T.P. Holder, Towel Bars)	Beveled mirrored medicine cabinet; builder will install owner-provided bath accessories such as toilet paper holder, towel bars, robe hooks, etc. (up to (4) per bath). Glass Shower Enclosure as per plans (some models)
Construction Cleaning	Job site cleaning, final cleaning
Misc. Expenses / Contingency	None Included
Builder's Administrative Overhead	Job Related Overhead Expenses: Blower Door Test, Job Signage, Permit box, Fuel, Construction Management, Construction Scheduler, Office / Clerical, Bookkeeping, Indirect Overhead: rent, mortgage, electric, insurance, subscriptions, licensing, phones, etc...
Warranty	Builders Limited Warranty as defined in PHI 15.4 (attached); (1) Year - 24 hour Warranty Servicing shall be provided by ProHome Warranty Management Services.

These specifications were last updated 3/13/2018 and may be altered without written notice at the discretion of Gainesville Redevelopment Agency. Any additional interior décor such as window treatments, furniture, wallpaper, ceiling fans, etc. are not supplied, installed or warranted by Builder.



Gainesville
Community
Redevelopment
Agency

Heartwood Community
Preliminary Estimate / Bid Sheet
Model Name: <u>5B</u>


Builder Name

WPJ Construction LLC

Contact: Edwin Dix
Phone: 352-494-6420
Email: edwin.dix@gmail.com

Base Price (structural non-variable costs): \$		
Construction Allowances:		
Surveying		\$ 1000
Soil Testing	Geotechnical Testing; (Optional)	\$ 400
Impact Fees	City of Gainesville	\$ —
Site Prep / Clearing	Grubbing / tree removal / top soil removal	\$ —
Fill Dirt	() truck loads	\$ 1300
Plumbing Fixtures	Based on Proposal from () See Attached	\$ 600
Septic / Sewer Connection		\$ 500
Well / Water Connection		\$ 500
Front Door		\$ 500
Electrical Fixtures		\$ 1200
Cabinetry	Based on Proposal from () See Attached	\$ 7000
Countertops	Based on Proposal from () See Attached	\$ Incl
Tile Work (Walls)	Based on Proposal from () See Attached	\$ 7000
Floor Covering	Based on Proposal from () See Attached	\$ Incl
Appliances	Based on Proposal from () See Attached	\$ 2000
Sod & Landscaping		\$ 2000
Irrigation		\$ 1000
Finish Grading / Fill		\$ 1000
Driveway / Sidewalks	() Sq. ft.	\$ 1800
Allowance Total:		\$ 26800
Owner Accepted Options Total:		\$
Total Sales Price:		\$ 169,760

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Builder Signature  Date: 5/16/18

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Lincoln Park-16 Home Subdivision Gainesville, FL	Name: Edwin Dix Address: Telephone: 352-494-6420	Name: Company: Telephone:		Residential Development	Complete	
Lake Forest Trails-50 Home Subdivision Gainesville, FL	Name: Edwin Dix Address: Telephone: 352-494-6420	Name: Company: Telephone:		Residential Development	Complete	
Various Affordable Housing Levy, Alachua, Gilchrist, Marion Counties	Name: Edwin Dix Address: Telephone: 352-494-6420	Name: Company: Telephone:	2016-2018	New Residential Homes	Ongoing	\$150K-200K ea
Mallorca Square Condominiums Phase 1 & 2	Name: Edwin Dix Address: Telephone: 352-494-6420	Name: Company: Telephone:		New Condominium Development	Complete	
Hannah Condominiums	Name: Edwin Dix Address: Telephone: 352-494-6420	Name: Company: Telephone:		New Condominium Development	Complete	
Eryn Gardens	Name: Edwin Dix Address: Telephone: 352-494-6420	Name: Company: Telephone:		Residential Development	Complete	
Dix Residence	Name: Edwin Dix Address: Telephone: 352-494-6420	Name: Company: Telephone:	12/29/15	New Residential Home	Complete	

SCHEDULE B

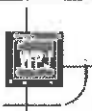
PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
City of Gainesville A. Quinn Jones Museum	Name: Gainesville CRA Program Address: 802 NW 5th Ave, Suite 200 Telephone: 32601	Name: Jennifer Langford Company: Sustainable Design Group Telephone: 352-339-3899	2/1/16	Historic Renovation/ Remodel	Complete	\$272,763.05
Benham Residence Addition	Name: Charles Benham Address: 2637 Orangehurst St. 32703 Telephone: 321-439-1108	Name: Jose Campuzano Company: Abacus Construction Services Telephone: 407-456-5581	1/13/17	Residential Addition	Complete	\$36,830
Fitness Center-Suite 107	Name: Realty Capital Group Address: 341 N. Maitland Ave, Suite 115 Telephone: 407-843-7070	Name: Intertect Design Group Company: Intertect Design Group Telephone: 407-872-7400	11/15/16	Commercial Renovation	Complete	\$70,000
Exam One Suite 320	Name: Realty Capital Group Address: 341 N. Maitland Ave, Suite 115 Telephone: 407-843-7070	Name: Intertect Design Group Company: Intertect Design Group Telephone: 407-872-7400	4/15/16	Commercial Renovation	Complete	\$83,422
HSN Suite 4065 D	Name: Realty Capital Group Address: 341 N. Maitland Ave, Suite 115 Telephone: 407-843-7070	Name: Intertect Design Group Company: Intertect Design Group Telephone: 407-872-7400	1/3/16	Commercial Renovation	Complete	\$137,720
Barry University Remote Campus	Name: Realty Capital Group Address: 341 N. Maitland Ave, Suite 115 Telephone: 407-843-7070	Name: Intertect Design Group Company: Intertect Design Group Telephone: 407-872-7400	6/10/15	Commercial Renovation	Complete	\$65,254
Treadwell Residence	Name: Warren & Jennifer Treadwell Address: 2929 Junior Ave., 32712 Telephone: 407-310-0984	Name: Jose Campuzano Company: Abacus Construction Services Telephone: 407-456-5581	7/27/15	Residential Renovation/ Addition	Complete	\$138,000

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person Name: Colin & Eileen William Address: 2359 Summerfield Rd, 32792 Telephone:	Design Engineer Name: Company: Telephone:	Contract Date	Type of Work	Status	Cost of Work
Summerfield Rd Renovation	Name: John Graham Address: 6300 Cedar Lane, 32095 Telephone: 904-330-9747	Name: Doneta Cole Company: Hastings, FL Telephone:	9/1/17	New Garage.Alteration	Complete	\$55,000
Graham Residence	Name: Jermaine & Charity Jones Address: 316 Raccoon St, 32746 Telephone: 407-416-8116	Name: Company: Telephone:	12/27/17	New Residential Home	Const.	\$655,000
Jones Residence	Name: Realty Capital Group Address: 341 N. Maitland Ave., 32751 Telephone: 407-843-7070	Name: Company: Intertect Design Group Telephone: 407-872-7400	1/14/16	Commercial Renovation	Complete	\$50,000
Massey Services Suite A&B	Name: Phil Lewis Address: 2620 Bluebonnet St, 32807 Telephone: 321-200-9870	Name: Jose Campuzano Company: Abacus Construction Services Telephone: 407-456-5581	5/20/14	Residential Renovation	Complete	\$36,000
Lewis Residence Renovation	Name: Stephanie Dorestant Address: 661 Zachary Dr., 32712 Telephone: 941-286-1699	Name: Company: Telephone:	1/13/17	Residential Renovation	Complete	\$25,000
Dorestant Renovation	Name: Drew Izbiky/L7 Construction Address: Telephone: 321-972-9325	Name: Company: Telephone:	3/9/17	Commercial Renovation	Complete	\$15,000
Pembroke Pines WTP Reno.						



WPJ CONSTRUCTION LLC

5/15/2018

Williams Jr., Jeffery P.
WPJ Construction LLC
1271 Wyndham Pine Dr.
Apopka, FL 32712

City of Gainesville
200 East University Avenue
Room 339
Gainesville, FL 32601

RE: Heartwood Sitework Development Bid No.-CRAX-180072-GD

To Whom It May Concern:

This letter is to inform that WPJ Construction LLC and ENI LLC hereby pursue this project as a "joint venture" effort. WPJ Construction shall serve as the license holder in this joint effort.

If there are any questions, please contact us at 850-345-7557 or jeffamu@gmail.com

Jeffery P. Williams Jr.

Williams Jr., Jeffery P.
Chief Executive Officer
WPJ Construction LLC
CGC1518206

1271 WYNDHAM PINE DRIVE
APOPKA, FL 32712



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783**

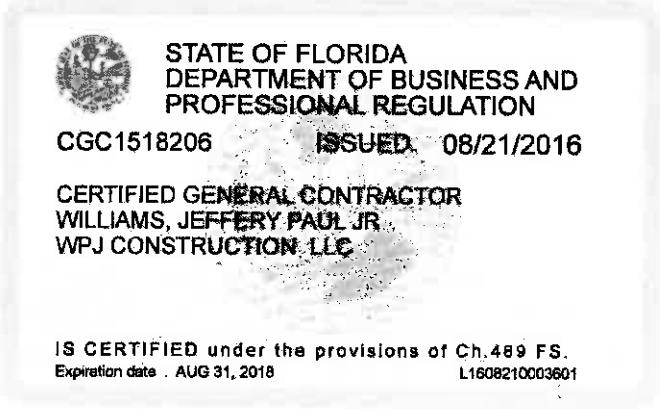
(850) 487-1395

**WILLIAMS, JEFFERY PAUL JR
WPJ CONSTRUCTION, LLC
1271 WYNDHAM PINE DR
APOPKA FL 32712**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER.	
CGC1518206	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



**WILLIAMS, JEFFERY PAUL JR
WPJ CONSTRUCTION, LLC
1271 WYNDHAM PINE DR
APOPKA FL 32712**



ISSUED: 08/21/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1608210003601



WPJCONS-01

PINOK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/22/2017

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 Insurance Office of America, Inc. 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME: Kristen Pino PHONE (A/C, No, Ext): (407) 998-5423 FAX (A/C, No): (407) 261-2347 E-MAIL ADDRESS: Kristen.Pino@ioausa.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Western World Insurance Company</td> <td>13196</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Western World Insurance Company	13196	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
INSURED WPJ Construction, LLC 1271 Wyndham Pine Drive Apopka, FL 32712														

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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NPP8475762	11/22/2017	11/22/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is additional insured where primary & non-contributory and a waiver of subrogation applies on the General Liability policy in regards to work being performed by the named insured where required by contract.

CERTIFICATE HOLDER City of Gainesville Building Codes P.O. Box 490 Station #9 Gainesville, FL 32627	CANCELLATION 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 
---	--



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 9/30/2017

EXPIRATION DATE: 9/30/2019

PERSON: WILLIAMS

JEFFERY

P

JR

FEIN: 463305001

BUSINESS NAME AND ADDRESS:

WPJ CONSTRUCTION LLC

1271 WYNDHAM PINE DR

APOPKA

FL

32712

SCOPE OF BUSINESS OR TRADE:

Licensed General Contractor

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.


State of Florida

Minority Business Certification

WPJ Construction LLC

is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

02/20/2018 to 02/20/2020


Ben Peak, Secretary
Florida Department of Management Services



JEFFERY P. WILLIAMS JR.

OBJECTIVE

To expand clientele and enhance the business by way of providing quality customer service, goal setting/achievement, and building/maintaining positive relationships.

EXPERIENCE

2013-2017 Orange County Public Schools Orlando, FL

Facilities Manager/ Client Liaison

- Manager of multiple School projects within the West Learning Community (41 Schools Total).
- Manager of multiple School District Projects within the District-Wide Capital Sector. (\$25+ million)
- Project Types include but are not limited to Security upgrades, Safety (ACFI's) , and Large renovations (occupied/unoccupied buildings).
- Developer and Manager of Scope, Advertisement, Schedule, and Budget from the design phase through the completion of the construction process.
- Successful reporting and coordination with Sr. Facilities Managers, Directors, and District Executives within various OCPS Departments.
- Successful management of Consultants, Architects, Engineers, Construction Managers, General Contractors, Project/Program Managers, Trades Technicians, and Term Service Vendors on multiple projects.
- Successful submission and approval of documents within the Documentation Review process, as well as the Board Resolution process.
- Successful GMP negotiations with the Continuing Services Construction Managers and OCPS Contracts Department.
- Successful completion of projects requiring coordination with various School Principals, as well as establishing and maintaining positive relationships.
- Successful coordination with various OCPS Departments including, but not limited to BCCO, Planning and Design, Construction Services, Maintenance, Real Estate, Contracts, Fiscal, Portable Operations, Grounds, Safety, Security, ICTS, and RBELC Staff to execute projects expeditiously.

2013- Present WPJ Construction LLC Apopka, FL
Owner/Chief Executive Officer

- Manager of all Marketing, Accounting, Project Management, Procurement, Scheduling, and Documentation.
- Registered Certified General Contractor Commercial/Residential.
- Experience in New Construction, Renovations, Historic Renovations, 203K Loans, VA Loans, and Government/Municipal Vendor Services

2004–2013 Wharton-Smith Inc. Lake Monroe, FL
Corporate Project Manager

- Successfully managed \$70+ million in multiple award winning Construction projects throughout Central/Northern Florida including New Construction, Renovation, Retro-fitting, and Historic Restoration (Specific project information available upon request.)
- Pioneered innovative ways to increase profit.
- Established and maintained a positive reputation and relationships with Clients, Designers, Construction team/crews, local Communities, and local Government Officials that led to an increase in business for the Company.
- Successfully managed budgets, procurement, teams/crews, and schedules to meet challenging deadlines.
- Assisted in successful design development and construction of incomplete projects.

2002–2004 Bed Bath & Beyond Tallahassee, FL
Customer Service Specialist/Sales Associate

- Provided quality customer service in multiple in-store Departments.
- Performed successfully in multiple roles outside of the official job description.
- Completed the Customer Service/Product Knowledge Training Program within the Corporation (Bed Bath & Beyond University).
- Established and maintained positive team relationships.

2000–2001 United States Postal Service Lake Mary, FL
Mail Processing Operator

- Successfully processed mail for four Central Florida cities for daily distribution.
- Established and maintained positive team relationships.

EDUCATION

- | | | |
|-----------|--|-----------------|
| 2004–2005 | Florida A&M University | Tallahassee, FL |
| ▪ | Bachelor of Architecture (Professional Degree) | |
| 1999–2004 | Florida A&M University | Tallahassee, FL |
| ▪ | Bachelor of Science in Architectural Studies | |
| 1995-1999 | Seminole High School | Sanford, FL |
| ▪ | High School Diploma | |
-

INTERESTS

International Travel, Philanthropy, Sports, Poetry, Music, Financial Development

BUSINESS LICENSES/CERTIFICATIONS/QUALIFICATIONS

- Florida Certified General Contractor-License # CGC1518206 (1/2010-Present)
- Project Management Institute (PMI) Member-Qualified Project Management Professional (PMP) Certification Candidate
- Six Sigma Yellow Belt Certification 2016
- Fred Prior Project Management Workshop 2016
- OSHA Certified-10 Hour Safety Course
- Storm Water Pollution Prevention Plan Inspector (Qualified Instructor)
- Staff Development, Effective Communication Skills, Team Motivation, Office and Field Management

COMPUTER SKILLS

- All Microsoft Office Programs
- SAP, Primavera, Sure Track, Timberline, Timberscan, Adobe (Acrobat & Photoshop)

REFERENCES

- Bill Caruso-VP of Facilities Management (Realty Capital Real Estate Advisors)
407-496-7544, bcaruso@realtycapitalfl.com
- Stephanie Seawright-Project Manager (City of Gainesville)
352-393-8201, seawrightsr@cityofgainesville.org
- Gary Mooney

Gainesville.
Citizen centered
People empowered

ADDENDUM #1

Date: May 3, 2018

Bid Date: May 16, 2018
at 3:00 P.M. (Local Time)

Bid Name Home Builder Contractors for Heartwood
Residential Development

Bid No. CRAX-180072-GD

NOTE: This Addendum has been issued only to the holders of record of the specifications and to the attendees of the mandatory pre-bid conference held on May 2, 2018.

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 Purchasing Division by 3:00 p.m. (local time), May 9, 2018. Questions may be submitted to: dykemangb@cityofgainesville.org
2. Please find attached:
 - a) Copy of the black out period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters) distributed during mandatory pre-bid meeting.
 - b) Copy of the Pre-Bid sign-in sheet for your information.
3. Gayle Dykeman, Procurement Division, discussed bid requirements.
 - a. Sign-in Sheet is circulating. Failure to sign will result in bid not being accepted.
 - i. Submitted bid to match business name as signed in at pre-bid.
 - b. Bids are to be received by the Purchasing office no later than 3:00 p.m. on May 16, 2018. Any bids received after 3:00 p.m. on that date will not be accepted.
 - c. Send questions in writing to Gayle Dykeman via email.
 - i. All communication through Gayle Dykeman only. Do not communicate with other City staff.
 - d. Discussed bid due date, time and delivery location.
 - i. Deliver (or have delivered) to Purchasing by 3PM on May 16, 2018.
 - e. Various forms (i.e. Tabulation of Subcontractor and Material Suppliers) are to be completed and returned with your bid.
 - i. Sign, date and return all Addenda
 - f. Discussed that bid form must be signed
 - g. Discussed minimum requirements, page 7 of the bid package

- h. Scope of work on page 14
 - i. Bid information form – if not bidding, please complete
4. Shawn Moss, CRA, discussed the project history and scope and marketing of the project.
 5. Chip Howe, Department of Doing, indicated that the Permitting process will be expedited for these homes.

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

6. Question: Are the list of 340 parties interested in building in Heartwood prequalified?
Answer: No
7. Question: Does the City have any programs for qualifying potential buyers?
Answer: Not at this time.
8. Question: Will specs be provided for the building of the houses?
Answer: Yes, see Appendix E and Appendix F in the bid document.
9. Question: Will GRU give builders a break on the impact fees (tap fees)?
Answer: Currently the fees are anticipated to be between \$4,000 and \$5,000, and the permitting will be the full fee. However we are in discussions with GRU for potential breaks.
10. Question: Will the lots be pad ready?
Answer: Yes, the pads will be at “final grade”.
11. Question: The house that is built may not necessarily be built to the initial specs. Is this a concern?
Answer: It is up to the builder and the buyer to handle the building after the award; however the exterior specs of the homes should be consistent with the specs.
12. Question: Will there be an architect on-site?
Answer: Building plans have been provided by a design company. CRA will most likely hire the same/similar design company to manage construction processes and review modification during the build phase.
13. Question: Is there a benefit to hiring a design/build company?
Answer: No the design is already complete; we just need the homes built.
14. Question: Is everything detailed in the build specs?
Answer: Yes, you want to bid to the specs. We need to have the ability to compare identical specs. If you have alternative ideas on how to build these homes, provide that information in a separate section of your quote.
15. Question: How many builders are you looking for?
Answer: No more than 2

16. Question: Are you evaluating on base bid?
Answer: Base bid is one portion of the evaluation; your responses to the entire RFP will be considered in the evaluation process.
17. Question: How many lots are there?
Answer: There are 34 lots; if 2 builders are selected they will each have the opportunity to build on 17 lots.
18. Question: When are the funds due for the price of the lots?
Answer: Lot cost is to be remitted to the City of Gainesville upon the closing of the home with the buyer. Lots are appraised in a range from \$10,000 - \$20,000.
19. Question: Are we 'stuck' with the price we submit in our proposals or can we do upgrades when we build?
Answer: You can do upgrades, but keep in mind our goal is to create an affordable housing community. Also, if your buyer qualifies for more financing and the appraised values permit you are welcome to entertain upgrades.
20. Question: The cost of the home is not the same as the sale price of the home, what are you looking for in this proposal?
Answer: You will have the opportunity to identify both in your proposal on the second page of the "Heartwood Builder Estimate Page". However, sales prices should be consistent with current market values.
21. Question: Do we need to maintain the bid price when we build the homes?
Answer: Your buyer will likely drive the price of the homes via the finishes they select.
22. Question: Are we responsible for landscaping?
Answer: Yes, there is an allotment for landscaping in the budget provided in your bid package on the first page of the "Heartwood Builder Estimate" page.
23. Question: The building site will not be ready until 2nd quarter next year, the pricing in our proposals will be outdated. Is there room for a variance for time/cost?
Answer: Pads may be ready sooner, however, the target pricing for these homes is between \$160 and \$210K, depending on square feet of the home. Builders should keep these buy prices in mind when developing their bids and when building homes next year.
24. Question: Are there appraisals on all 8 houses? What protection do the builders have against low appraisals?
Answer: An appraisals for the "Heartwood Model 5B_Bid Set" will be ordered this week and be included in the bid package as an Addendum that can be accessed through demandstar.com. "Appendix E" has more market analysis information for the original Heartwood models. If the selected builder(s) identifies a threat to the project, the CRA is available to work toward solutions.
25. Question: Do the builders need to carry the cost of the lot?
Answer: No, the cost of the lot is not due until closing with the home buyer.

26. Question: How long will it take to complete the Procurement process?

Answer: From today to contract, approximately 6 months – this includes gaining approval from City Commission and the CRA board, and negotiating a contract.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 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. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: WPS CONSTRUCTION LLC
BY: [Signature]
DATE: 5/15/18

CITY OF _____ FINANCIAL SERVICES
GAINESVILLE PROCEDURES MANUAL

41-423 Prohibition of lobbying in procurement matters

Except as expressly set forth in Resolution 060732, Section 10, during the black out period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract.


Lobbying means when any natural person for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat, or modification of any proposal, recommendation or decision by City Officials and Employees, except as authorized by procurement documents.

CITY OF GAINESVILLE
GENERAL GOVERNMENT PURCHASING DIVISION
MANDATORY PRE-BID CONFERENCE
Home Builder Contractors for Heartwood Residential Development
DATE: May 2, 2018 @ 11:00 AM LOCAL TIME
BID #CRAX-180072-GD
DUE DATE: May 16, 2018, AT 3:00PM

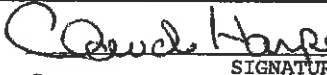
YOUR COMPANY'S LEGAL NAME, DBA NAME
& ADDRESS

YOUR SIGNATURE, PRINTED NAME,
PHONE NUMBER & EMAIL ADDRESS


1) Legal Name: Modera Home Builder's LLC
DBA: _____


SIGNATURE
Travis C. Williams
PRINTED NAME
PHONE # (352) 672-8948
E-MAIL: Travisw@Moderahomes.net

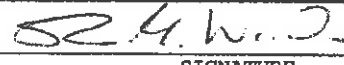
2) Legal Name: HARPE CONST INC
DBA: _____


SIGNATURE
CLAUDE HARPE
PRINTED NAME
PHONE # (352) 258-3949
E-MAIL: CLAUDEHARPE@G.MAIL.COM

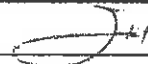
3) Legal Name: E. Scott Robinson
DBA: Robinson Recognition All Contractors Inc


SIGNATURE
E. Scott Robinson
PRINTED NAME
PHONE # (352) 333-9566
E-MAIL: srblason@rrchina.com

4) Legal Name: Shawn Wasdo
DBA: Wasdo Construction and
Restoration, Inc.


SIGNATURE
Shawn Wasdo
PRINTED NAME
PHONE # (352) 256-8505
E-MAIL: gatongc11@gmail.com

5) Legal Name: WPT Construction, LLC
DBA: WPT Construction, LLC
Jeffery Williams, GC
Edwin Dix, CM


SIGNATURE
Edwin B. Dix
PRINTED NAME
PHONE # (352) 494-6420
E-MAIL: edwin.dix@gmail.com

Please PRINT Clearly

Gainesville.
Citizen centered
People empowered

ADDENDUM #2

Date: May 10, 2018

Bid Date: May 16, 2018
at 3:00 P.M. (Local Time)

Bid Name Home Builder Contractors for Heartwood
Residential Development

Bid No. CRAX-180072-GD

NOTE: This Addendum has been issued only to the holders of record of the specifications and to the attendees of the mandatory pre-bid conference held on May 2, 2018.

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 Purchasing Division by 3:00 p.m. (local time), May 9, 2018. Questions may be submitted to: dykemangb@cityofgainesville.org
2. Please find attached:
 - a) Copy of the black out period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters) distributed during mandatory pre-bid meeting.

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

3. Question: Shawn mentioned that the city has already gathered some contacts from their marketing of The project. I know that the winning bidder will get this information but is there any way you can tell me what their focus has been on the marketing? Such as demographic, income, etc.
Answer: The CRA has been collecting email addresses of people who are interested in getting Heartwood updates- they are mainly potential homebuyers and realtors. There are 371 subscribers on the list. To date, only one mass email has gone out. Here is the link to what was sent April 20th of this year: <https://mailchi.mp/6bdf81d68f83/heartwoodnews-1>

We also post updates on the Gainesville East Facebook page and Instagram:
<https://www.facebook.com/gainesvilleeast/> and <https://www.instagram.com/gainesvilleeast/>

We have been focusing on design, construction, and the process.

4. Question: There are no details for plumbing fixtures and/or finishes.
Answer: Each builder shall include a detailed "Plumbing Fixture Allowance" attachment to their proposal that specifically lists the brand, fixture model number, and finish that they feel would best match the architectural style of each home. The allowance shall include a total cost that is then reflected on the purchase price page.
5. Question: Are we to assume that the front door allowance should be based on the recommended designs in the Design guidelines and standards?
Answer: Yes. But provide specific make and model numbers of the door, inserts, and hardware you are proposing.
6. Question: Is there a base standard for the interior light/electrical fixtures as well as standard finish?
Answer: Each builder shall include a detailed "Electrical Fixture Allowance" attachment to their proposal that specifically lists the brand, fixture model number, and finish that they feel would best match the architectural style of each home. The allowance shall include a total cost that is then reflected on the purchase price page.
7. Question: Door hardware; is there a standard brand and/or finish?
Answer: All must be lever style handles. No knobs. Each builder shall specify the brand which they prefer to utilize. Chrome and satin nickel finishes shall be a choice each owner may make at no additional cost to them.
8. Question: For cabinets, are there any more details on any standard locations for drawer base cabinets and wood type and finish?
Answer: Each builder shall include a detailed "Cabinetry Allowance" attachment to their proposal that specifically lists the brand, cabinet construction, and finish that they feel would best match the architectural style of each home. The allowance shall include a total cost that is then reflected on the purchase price page.
9. Question: What is the standard or base of counter tops? Laminate? Granite?
Answer: Each builder shall include a detailed "Countertop Allowance" attachment to their proposal that specifically lists the brand (if applicable) and sq. ftg. cost of each countertop. The allowance shall include a total cost that is then reflected on the purchase price page
10. Question: Minimum requirement of standard for Flooring?
Answer: Each builder shall include a detailed "Flooring Allowance" attachment to their proposal that specifically lists the brand, type and pattern (if applicable) of flooring the builder is proposing to install in each room. The allowance shall include a total cost that is then reflected on the purchase price page.
11. Question: What appliances are required to be included?
Answer: Each builder shall include a detailed "Appliance Allowance" attachment to their proposal that specifically lists the brand and model number for a range, micro-hood, French style refrigerator, overhead door operator, dishwasher and garbage disposal. The allowance shall include a total

cost that is then reflected on the purchase price page. (an optional washer and dryer shall be listed on an "options page".

12. Question: Standard finish for Accessories, such as towel holders, etc.
Answer: A selection of bath accessories shall be available to the owner in chrome or brushed nickel finish at no additional charge to the owner.
13. Question: What Shall be included in the Sod, Irrigation and Landscaping Allowance
Answer: Each builder shall include a detailed list of the gallon size and species of each plant he is proposing to use for landscaping. Landscaping shall be included across the front of all homes and on the side of homes that are being erected on corner lots. Fully Sodded lot utilizing (St. Augustine sod). Irrigation of entire lot shall be included. Sod, irrigation and landscaping shall conform to the same standards stipulated within the master site plan and the protective covenants.
14. Question: Are there any special finishes required for the driveway concrete?
Answer: Tooled control joints are required in lieu of saw cut joints.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 2 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. 2 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: WPS CONSTRUCTION LLC
BY: [Signature]
DATE: 5/15/18

CITY OF _____ FINANCIAL SERVICES
GAINESVILLE PROCEDURES MANUAL

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