

July 20, 2016

**FIRST AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF GAINESVILLE, d/b/a
GAINESVILLE REGIONAL UTILITIES, AND E.W. RESHARD, INC.
For
Grounds Maintenance Services**

THIS FIRST AMENDMENT, is made and entered into on September 30, 2015, with an effective date of October 1, 2015, by and between the **CITY OF GAINESVILLE, d/b/a GAINESVILLE REGIONAL UTILITIES ("GRU")**, a Florida municipal corporation, 301 SE 4th Avenue, Gainesville, Florida 32601, and **E.W. RESHARD, INC. ("Contractor")**, a Florida corporation, 5729 NW 27th Terrace, Gainesville, Florida 32653, individually referred to "**Party**" or collectively as "**Parties**".

WHEREAS, the Parties entered into a contract dated July 1, 2013 for the provision of grounds maintenance services for various GRU facilities, effective through September 30, 2016 ("Initial Contract"); and

WHEREAS, the Parties agree that Contractor shall continue grounds maintenance services for certain GRU facilities and discontinue grounds maintenance services for other GRU facilities;

NOW THEREFORE, in consideration of the foregoing premises and the covenants contained herein, the Parties agree as set forth below:

1. Contractor shall discontinue grounds maintenance services at the GRU Administration Building, the Springhill Service Center, and GRU Electric Substations.
2. Contractor shall continue grounds maintenance services at the Kanapaha Water Reclamation Facility, Main Street Water Reclamation Facility, Murphree Water Treatment Plant, Kelly Repump Station, Santa Fe Repump Station #2, Forest Ridge Water Tank #2, Boulware Springs, 5th Avenue Water Tank #1, and the Cross Creek Mobile Home Plant.
3. All other terms and conditions of the Initial Contract, except as modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterpart be deemed an original.

E.W. RESHARD, INC.

By: 

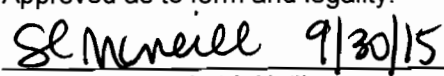
Errol W. Reshard
Owner

**CITY OF GAINESVILLE d/b/a
GAINESVILLE REGIONAL UTILITIES**

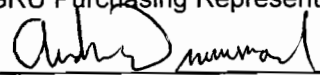
By:  9/30/15

William J. Shepherd
Chief Customer Officer

Approved as to form and legality:

 9/30/15
Shayla L. McNeill
Utilities Attorney

GRU Purchasing Representative


Andrew Drummond
Buyer Analyst

**CONTRACT BETWEEN THE CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES
AND E.W. RESHARD, INC.**

**For
Grounds Maintenance Services for Various GRU Facilities**

THIS CONTRACT entered into this 1st day of JULY, 2013* by and between the CITY OF GAINESVILLE, d/b/a GAINESVILLE REGIONAL UTILITIES, ("GRU"), a Florida municipal corporation, 301 S.E. 4th Avenue, Gainesville, FL 32601, and E.W. RESHARD, INC. ("CONTRACTOR"), a Florida corporation, 5729 N.W. 27th Terrace, Gainesville, FL 32653, referred to hereinafter as "PARTY" individually or "PARTIES" collectively.

WHEREAS, GRU requires grounds maintenance services for various GRU Facilities; and

WHEREAS, GRU issued an Invitation to Bid No. 2013 - 079 dated April 3, 2013 to establish a CONTRACT for the provision of grounds maintenance services for various GRU Facilities ("CONTRACT"); and

WHEREAS, CONTRACTOR submitted a bid dated April 26, 2013 to perform the services in accordance with the Invitation to Bid; and

WHEREAS, GRU desires to award this CONTRACT to CONTRACTOR for the provision of grounds maintenance services for various GRU Facilities.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants contained herein, the PARTIES agree as follows:

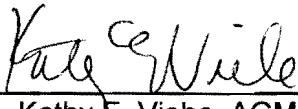
1. CONTRACTOR shall perform grounds maintenance services for various GRU Facilities with following enumerated Specifications and Documents, which are attached hereto and by this reference, are incorporated herein:
 - 1.1 GRU's Invitation to Bid No. 2013-079 dated April 3, 2013 (Attachment "A").
 - 1.2 GRU's Addendum No. 1 dated April 18, 2013 (Attachment "B").
 - 1.3 GRU's Addendum No. 2 dated April 19, 2013 (Attachment "C").
 - 1.4 CONTRACTOR's Bid dated April 26, 2013 (Attachment "D").
2. GRU shall pay the CONSULTANT for the faithful performance of this CONTRACT the price as bid by the CONSULTANT. Payment of any amount due on this CONTRACT shall be made upon verified invoice within thirty (30) days of the receipt of the approved invoice.

IN WITNESS WHEREOF, the PARTIES hereto have executed this CONTRACT on the day first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original.


E.W. RESHARD

By: 
Errol W. Reshard
Owner

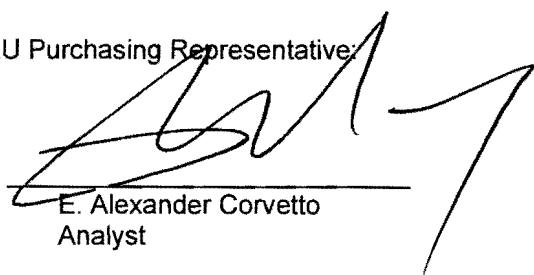
**CITY OF GAINESVILLE d/b/a
GAINESVILLE REGIONAL UTILITIES**

By: 
Kathy E. Viehe, AGM
Customer Support Services

Approved as to Form and Legality:

By:  6/13/13
Shayla L. McNeill
Utilities Attorney

GRU Purchasing Representative:

By: 
E. Alexander Corvetto
Analyst



100 YEARS of SERVICE | 1912-2012

**GAINESVILLE REGIONAL UTILITIES
CITY OF GAINESVILLE, FLORIDA**

Invitation to Bid No. 2013 - 079

Issue Date: April 3, 2013

Mandatory Pre-Bid Meeting: See Special Provisions for meeting times

Deadline for Questions: April 22, 2013 @ 2:00 p.m.

Bid Opening Date: April 29, 2013 @ 2:00 p.m.

**GROUNDS MAINTENANCE FOR VARIOUS GRU FACILITIES:
KANAPAHA WATER RECLAMATION FACILITY
MAIN STREET WATER RECLAMATION FACILITY
MURPHREE WATER TREATMENT PLANT
MURPHREE WATER PLANT REMOTE FACILITIES
ELECTRIC SUBSTATIONS
SPRINGHILLS SERVICE CENTER
GRU ADMINISTRATION BUILDING**

Purchasing Representative:

**E. Alexander Corvetto, Analyst
Phone: (352) 393-1209
Fax: (352) 334-2989
E-mail: corvettoa@gru.com**

Project Manager:

**Mike Gardiner
Facilities Maintenance Coordinator**

**Gainesville Regional Utilities
Physical Address:
301 S.E. 4th Avenue
Gainesville, FL 32601**



100 YEARS of SERVICE | 1912-2012

GAINESVILLE REGIONAL UTILITIES
CITY OF GAINESVILLE, FLORIDA

INVITATION TO BID No. 2013 - 079

ISSUE DATE: April 3, 2013
PROJECT: Grounds Maintenance for Various GRU Facilities
BID OPENING DATE: April 29, 2013 at 2:00 p.m.

Sealed bids will be received by the City of Gainesville, Florida, at Utilities Purchasing until 2:00 p.m., local time, on the bid opening date, at which time and place all bids will be publicly opened and will be available for inspection upon notice of award or intended award or within thirty (30) days after bid opening, whichever is earlier. Bid prices may be read at the public bid opening, at the sole discretion of Utilities Purchasing. **Bids must be in the possession of Utilities Purchasing prior to bid call at 2:00 p.m. on the bid date.** Possession is defined as being physically received in Utilities Purchasing at the GRU Administration Building, 301 S.E. 4th Avenue, 3rd Floor, Gainesville Florida 32601. **The time clock located in Utilities Purchasing will be the official time for bid call. ANY BID RECEIVED AFTER THE BID CALL WILL NOT BE CONSIDERED.** Bids shall be sealed and plainly marked on the outside of the envelope with both the bid number and the bid name. Bids must be completed and signed in ink in space(s) provided on the enclosed Bid form(s) and submitted in triplicate (1 original and 2 copies) or bid will be subject to rejection. Bids may be submitted by facsimile or e-mail for certain Invitations to Bid. The Special Provisions will indicate whether a facsimile or e-mail bid will be accepted in response to the Invitation to Bid.

MANDATORY PRE-BID MEETING: PLEASE REFER TO SECTION 14 OF THE SPECIAL PROVISIONS FOR THE TIME AND LOCATION OF THE MEETINGS. COMPANIES ARE NOT REQUIRED TO ATTEND ALL WALKTHROUGH MEETINGS. HOWEVER, COMPANIES WILL ONLY BE ABLE TO PROVIDE A BID FOR THE FACILITY THAT A COMPANY REPRESENTATIVE ATTENDED THE MEETING/WALK THROUGH. PLEASE ARRIVE PROMPTLY AND TURN OFF YOUR CELL PHONES DURING THE MEETING. OPEN-TOE SHOES AND SHORTS ARE NOT PERMITTED IN SOME FACILITIES. ATTENDEES MUST PRESENT A PICTURE ID TO BE ALLOWED ADMITTANCE TO SECURED FACILITIES.

Any deviation from the specifications must be explained in detail on sheets attached to the Bid Form and labeled "**Clarifications and Exceptions**" and each deviation must be itemized by number and must specifically refer to the applicable specification paragraph and page. Otherwise, it will be considered that items offered are in strict compliance with these specifications and the successful bidder will be held responsible for meeting the specifications. A bidder who is aggrieved in connection with the specifications of this bid may protest in writing to Utilities Purchasing prior to the opening of bids. If Bidder wishes its Standard Terms and Conditions to be considered as part of its bid, such terms and conditions must be made part of the "Clarifications and Exceptions." The City reserves the following rights: to waive clarifications and exceptions in awarding the bid in the best interest of the City; to accept or reject any or all bids; to waive any or all irregularities; and, to award the contract to the responsible bidder whose bid is determined by the City to be in its best interest. Notice of intended award shall be posted in Utilities Purchasing. Protests in respect to intended award must be filed within three calendar days of posting for purchases which do not require prior approval of the City Commission and within seven calendar days for purchases which require prior approval of the City Commission. It is the bidder's responsibility to be informed of the intended award and specific protest procedures.

Further information may be obtained by calling Utilities Purchasing at **(352) 393-1240**, during normal office hours, by faxing to **(352) 334-2989** or by e-mail to purchasing@gru.com.

SECTION ONE

INSTRUCTIONS TO BIDDERS

1.0 DEFINED TERMS.

- 1.1 Authorized Representative: Any representative of the City, whether or not a City or GRU employee, designated as the City's Authorized Representative for the purposes of this Contract either in a provision of these specifications or in written communication from the Utilities Purchasing Manager.
- 1.2 Bid Date: The date the bid(s) will be opened by Utilities Purchasing which is established by this Invitation to Bid, or as modified by addenda, if any.
- 1.3 Bidder: Any person, firm, corporation, organization or agency submitting a bid for the work proposed or his duly authorized representative.
- 1.4 Contract: The contract, agreement or purchase order executed by GRU and the Contractor for the performance of the work. The Contract shall incorporate the provisions of the Invitation to Bid.
- 1.5 Contract Price: The amount stated in the Contract plus or minus any additions or deductions contained in any contract amendment or change order.
- 1.6 Contractor or Vendor: The person, firm, corporation, organization or agency, or its duly authorized representative, with whom the GRU has a Contract for performance of the work or supply of equipment or materials.
- 1.7 GRU: City of Gainesville, d.b.a., Gainesville Regional Utilities, Florida, acting by and through its representatives. Gainesville Regional Utilities may also be referred to herein as "Owner."
- 1.8 Invitation to Bid ("ITB"): Directions, provisions, and requirements contained in the ITB, i.e., Instructions to Bidders, General Conditions, Special Provisions, Technical Specifications (if any) including any drawings and/or plans, Bid Form and Bonds, if applicable.
- 1.9 Responsible Bidder: To be responsible, the bidder shall have the capacity in all respects to fully perform the contract requirements, and the experience, integrity, reliability, capacity, facilities, equipment, proposed subcontractors, suppliers and other persons and organizations proposed by the bidder to perform the furnish the Work, and credit which will assure good faith performance. Responsibility shall be determined solely by GRU. GRU reserves the right to make such investigation as it deems necessary to make this determination. Such information may include, but shall not be limited to: current financial statements, bank records, verifications of availability of equipment and personnel and past performance records.
- 1.10 Responsive Bidder: To be responsive, bidder must submit a bid which conforms in all material respects to the requirements set forth in this ITB, as determined solely by GRU.

- 1.11 **Subcontractor:** Any person, firm or corporation other than the Contractor supplying labor or materials for work being performed under the Contract.
- 1.12 **Successful Bidder:** The lowest, qualified, responsible and responsive Bidder to whom GRU makes an award.
- 1.13 **Work:** Any work, services, materials, parts or equipment furnished under and made a part of the Contract, including items not specifically indicated or described which are reasonably considered in good practice as being essential to completing the requirements of the Contract.
- 1.14 **Minority Business Enterprise:** A business that is at least 51% owned by a minority person. A minority is defined as a lawful permanent resident of Florida who is (a) African-American, (b) Asian-American, (c) Hispanic-American, (d) Native-American, or (e) American women, or has been certified as a Minority Business Enterprise by any federal agency or under criteria established by Purchasing Division programs.
- 1.15 **Small Business Enterprise:** An independently owned and operated business concern that employs 200 or fewer permanent full-time employees, and that, with its affiliates, has a net worth of not more than \$5,000,000.

2.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITE.

- 2.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the ITB thoroughly, (b) if applicable, visit the site to become familiar with local conditions that may affect the cost, progress, performance of furnishing the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the ITB, and (e) notify the Purchasing Representative of all conflicts, errors or discrepancies in the ITB.
- 2.2 In the event that there is any conflict between the terms and conditions contained in the ITB, the precedence shall be the Contract or ITB, as amended or modified, interpreted as a whole, as applicable, and then as follows:
 - a. addenda or modifications of any nature, if any
 - b. technical specifications, if any
 - c. special provisions
 - d. general conditions
 - e. instructions to bidders
 - f. contract
 - g. bid form
- 2.3 A vendor who is aggrieved in connection with the specifications of this bid may protest in writing to Utilities Purchasing prior to bid call.

3.0 INTERPRETATIONS AND ADDENDA.

- 3.1 All questions about the meaning or intent of the ITB are to be directed to the Purchasing Representative who has signed the ITB. Interpretations or clarifications considered necessary

in response to such questions will be issued by Addenda mailed or delivered to all parties recorded as having received the ITB. Questions received less than seven (7) days prior to the closing date may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3.2 Addenda may also be issued to modify the ITB as deemed advisable by the Purchasing Representative.

3.3 Addenda issued by GRU prior to the opening date shall be binding as if written into the ITB. Bidder is required to acknowledge receipt of the same as indicated on the Bid Form.

4.0 PREPARATION OF BIDS.

4.1 The Bid Form is included in the ITB; additional copies may be obtained from the Purchasing Representative.

4.2 All blanks on the Bid Form must be completed in ink or by typewriter.

4.3 A bid by corporations must be executed in the corporate name by the president, a vice-president, or other corporate representative accompanied by evidence satisfactory to GRU of such person's authority to sign. The corporate address and state of incorporation must be shown below the signature.

4.4 A bid by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature.

4.5 All names must be typed or printed below the signature.

4.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

4.7 Unless stated otherwise, Bidder(s) must submit a Bid for all items listed on the Bid Form.

4.8 Only one bid from any individual, firm, corporation, organization or agency under the same or different name shall be considered. Should it appear to GRU that any Bidder is interested in more than one bid all bids in which such Bidder has interest shall be rejected.

4.9 Responses to this Invitation to Bid upon receipt by GRU become public records subject to the provisions of Chapter 119, *Florida Statutes*, Florida's Public Records Law. Should the Bidder feel that any portion or all of its response is exempt from the Florida Public Records Law, its response should clearly assert such exemption and the specific legal authority for the asserted exemption.

4.10 Responses to this Invitation to Bid will be available for inspection after such time as an award is recommended or within thirty (30) days after the bid date, whichever is earlier.

- 4.11 The Bidder, by affixing the authorized signature to the Bid Form, declares that the bid is made without any previous understanding, agreement, or connections with any persons, firms, or corporations making a bid on the same items and that it is in all respects fair and in good faith without any outside control, collusion or fraud. A non-exclusive manufacturer/distributor relationship does not, in and of itself, constitute a prior understanding, agreement, connection or collusion between bidders.
- 4.12 The Bidder further declares that no City Commissioner, other City officer, or City employee directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract. [For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.]

5.0 DEVIATIONS FROM SPECIFICATIONS.

- 5.1 Any deviation from this ITB must be explained in detail. Otherwise, it will be considered that items offered are in strict compliance with the ITB and the Successful Bidder will be held responsible for meeting all of the specifications of the ITB. Deviations must be explained on separate sheets attached to the bid labeled "Clarifications and Exceptions" and each must be itemized by number and must refer to the applicable specification paragraph and page.
- 5.2 Bidder is expected to fully inform himself as to the requirements of the specifications and failure to do so will be at his own risk. Bidder shall not expect to secure relief on the plea of error.
- 5.3 GRU reserves the right to waive clarifications and exceptions in awarding the bid in the best interest of GRU.

6.0 SUBMISSION OF BID.

- 6.1 The bid shall be submitted in duplicate on the prescribed Bid Form at the time and place indicated on the Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Bid Name and name and address of the Bidder and accompanied by the security and other required documents, when applicable. A bid not meeting this requirement may be deemed non-responsive.
- 6.2 If the Special Provisions indicate submission of the bid by e-mail or facsimile is permitted, the bid form and any other required documentation must be received by bid call. Originals of the signed bid form and any required documentation must be received by Utilities Purchasing within two business days of the bid date. If the originals are not received by Utilities Purchasing within two business days, the bid may be deemed non-responsive. If the bid is submitted by facsimile, the transmission must be completed by bid call.

7.0 MODIFICATION AND WITHDRAWAL OF BIDS.

- 7.1 The bid may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and physically received by Utilities Purchasing any time prior to bid call.

7.2 After the bid date, corrections in the bid shall be permitted: 1) only to the extent that the bidder can show by clear and convincing evidence a mistake of a nonjudgmental character was made; 2) the nature of the mistake is evident; and 3) the bid price intended is evident. After the bid date, no changes in bid prices or other provisions of the bid prejudicial to the interest of GRU or fair competition shall be permitted. In lieu of bid correction, an apparent low bidder alleging a material mistake of fact may be permitted to withdraw its bid, at the option of GRU if: (a) the mistake is clearly evident on the face of the bid but the intended correct bid is not similarly evident; or, (b) the bidder submits evidence which clearly and convincingly demonstrates that a good faith mistake (without negligence of the bidder) was made.

8.0 COSTS IN DEVELOPMENT OF BID.

Costs for developing a response to this ITB are entirely the obligation of the Bidder and shall not be charged in any manner to GRU.

9.0 NON-SUBMITTAL OF BID.

In the event a vendor elects to not submit a bid, please return the "Statement of No Bid" or advise Utilities Purchasing at (352) 334-3400, Ext. 1240, of your decision and reason for not submitting a bid by the stated bid date. Failure to respond may cause removal of the vendor from the bid list.

10.0 PUBLIC ENTITY CRIMES/DEBARMENT/SUSPENSION/TERMINATION.

10.1 Pursuant to §287.133(2)(a), *Florida Statutes*, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

10.2 Bidder shall be responsible for any violation of the current policies regarding debarment/suspension/termination which have been issued by the Utilities Purchasing Division. A copy of these policies is attached to this ITB.

10.3 Rejection of Bids, Termination of Contract.

- a. A previously solicited and/or accepted bid 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 the City discovers, after a contract is awarded and performance has begun, that the Bidder or its affiliates have committed any act subsequent to or 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.

11.0 SALES TAX.

The bid should include Florida sales taxes on items required by the Bidder to manufacture or supply the items needed to perform the work, but should not include Florida sales taxes on the bid price for equipment, materials or services to be provided to GRU. The City of Gainesville, d.b.a. Gainesville Regional Utilities, is exempt from Florida sales taxes for certain purchases and will provide a tax-exempt certificate upon request.

12.0 BID SECURITY AND BOND(S).

- 12.1 If bid security is required in the Special Provisions, each bid must be accompanied by a cashier's check, certified check or bid bond in the form attached payable to the City of Gainesville, d.b.a., Gainesville Regional Utilities, in the amount of five percent (5%) of the bid submitted. Bid security will be forfeited if the Successful Bidder fails to execute a contract with GRU substantially including the terms herein or to accept issuance of a purchase order with fifteen (15) days after notification of award of the Contract.
- 12.2 If a performance bond is required in the Special Provisions, the Contractor shall furnish a performance bond in the form attached in an amount of 100% of the lump sum amount of the bid as security for the full and complete performance of the Contract and for the payment of all persons performing labor, furnishing materials or furnishing equipment in connection with the Contract.
- 12.3 If either bid security or a performance bond is required in the Special Provisions of this ITB, the surety or sureties shall be a company or companies satisfactory to GRU. Any surety shall be required to have a resident agent in the State of Florida and shall be duly licensed to conduct business therein. The requirement of a Florida resident agent may be waived by GRU if evidence satisfactory to GRU is provided that applicable requirements have been met to permit service of process on a State office under Florida law.

13.0 BID.

- 13.1 All discounts shall be stated as a part of the bid and shall be fully explained. The Special Provisions will state if prompt payment discounts are to be considered in the award of the bid.
- 13.2 Only firm bids will be considered.
- 13.3 Late payment penalties, if any, shall be listed as clarifications and exceptions and shall not be included as part of the bid.
- 13.4 The price shall be determined by the price stated on the bid form. GRU shall not be responsible for any additional charges not accepted by GRU, and any invoicing at variance with this provision shall be grounds for cancellation of the Contract at the option of GRU.

14.0 LIQUIDATED DAMAGES.

Provisions for liquidated damages, if any, are set forth in the Special Provisions.

15.0 ERRORS.

The Bidder shall read this ITB fully and be informed as to its requirements. Failure to do so will be at Bidder's own risk. A Bidder shall not be relieved of a requirement of this ITB on the plea of error.

16.0 LOBBYING.

- 16.1 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.
- 16.2 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 purchasing designated staff contact in the purchasing division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.
- 16.3 The blackout period means the period between the time the submittals for invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, are received by the City of Gainesville purchasing division and the time City officials and employees award 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.

GAINESVILLE REGIONAL UTILITIES
PURCHASING DIVISION

DEBARMENT/SUSPENSION/TERMINATION

Debarment/Suspension. The purchasing representative is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in activity which might lead to debarment. The suspension shall be for a period not to exceed three months. After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the purchasing representative, after consulting with the City Attorney, is authorized to debar a person for cause from consideration for award of contracts. The debarment shall be for a period of not more than three years. The causes for debarment include:

- (a) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract, within five years of a proposed award;
- (b) Conviction under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City contractor, within five years of a proposed award;
- (c) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals, within five years of a proposed award;
- (d) Violation of contract provisions, as set forth below, of a character which is regarded by the purchasing representative to be so serious as to justify debarment action, within five years of a proposed award:
 - (I) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (II) A record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
- (e) For any provision of, or offer, gift or agreement to provide, any gratuity, kickback or offer of employment to any current or former City employee in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase requisition, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal, within three years of a proposed award;
- (f) For any payment, gratuity, kickback or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order, within three years of a proposed award;
- (g) For retaining a person or soliciting or securing a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business, within three years of a proposed award;
- (h) During the period of a contract with the City, employing, or offering employment to, any current City employee participating directly or indirectly in the procurement process, within three years of a proposed award;
- (i) Any other cause the purchasing representative determines to be so serious and compelling as to affect responsibility as a City contractor, including debarment by another governmental entity for any cause listed in this Section;
- (j) The foregoing are supplemental to any applicable provisions of F.S. 287.133, as amended. In the event of any conflict between this provision and the requirements of said statute, the statute shall prevail.

REJECTION OF BIDS/TERMINATION OF CONTRACT

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, or were on the convicted vendor list prepared under the provisions of F.S. 287.133, as amended, at or prior to the acceptance of the bid.

If the City discovers, after a contract is awarded and performance has begun, that the bidder or its affiliates have committed any act subsequent to or prior to award or acceptance which would have been cause for debarment had it been discovered prior to award 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.

Revised 8/20/10

ARTICLE X. LOCAL PREFERENCE POLICY

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; Ord. No. 050896, § 1, 3-27-06)

Sec. 2-621. Definition.

"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, the vendor must provide a copy of the business tax receipt.

(Ord. No. 001261, § 2, 3-29-04; Ord. No. 050896, § 1, 3-27-06; Ord. No. 070022, § 1, 6-25-07)

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; Ord. No. 050896, § 1, 3-27-06)

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; Ord. No. 050896, § 1, 3-27-06)

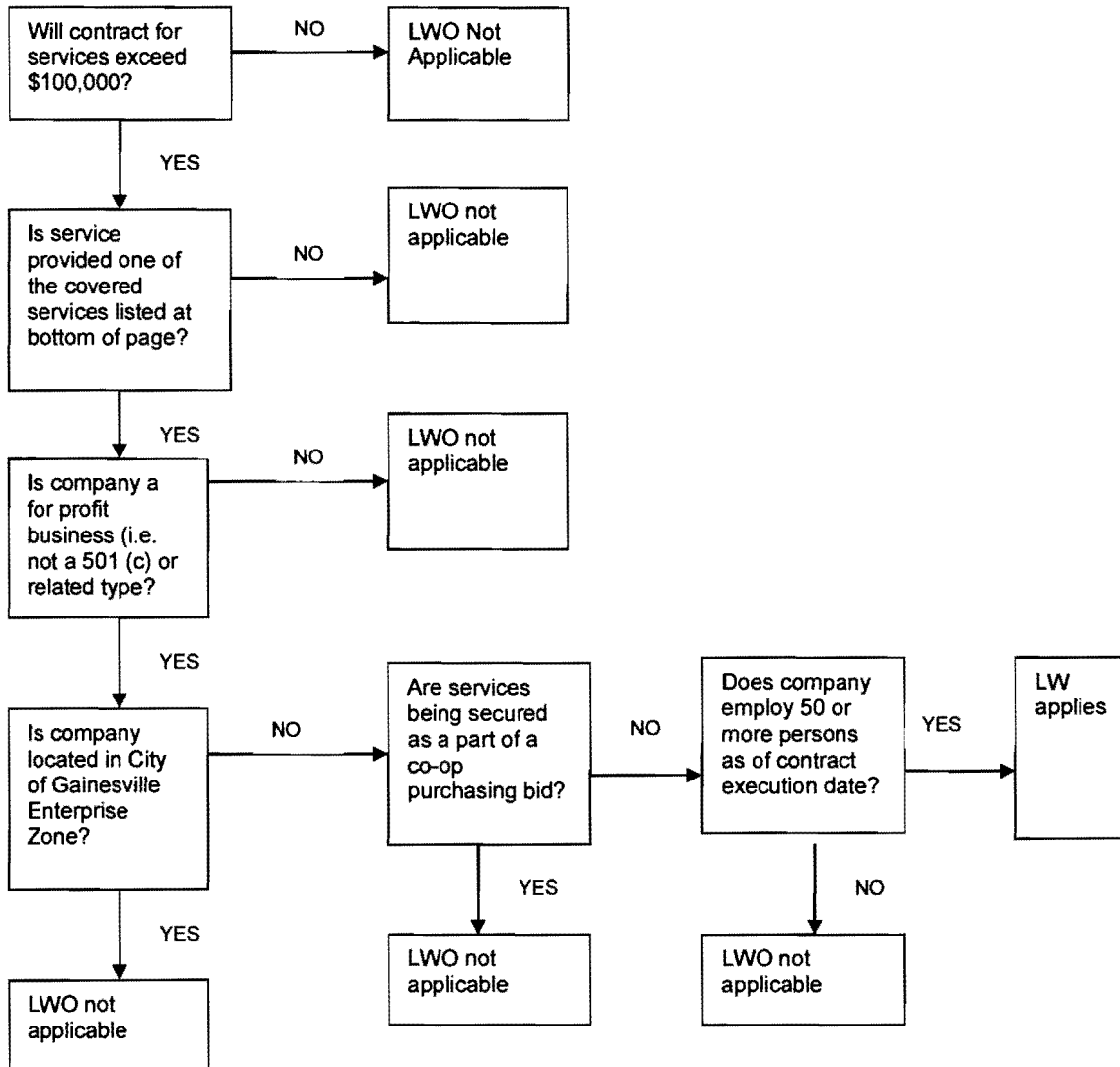
Sec. 2-624. Application, enforcement.

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; Ord. No. 050896, § 1, 3-27-06)

EXHIBIT 1
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

EXHIBIT 2
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

_____ a living wage of **\$11.32** per hour to covered employees who receive Health Benefits from the undersigned employer and **\$12.57** 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: _____	

(Specific Project for which the service contract is sought)	
\$ _____	_____
(Amount of Contract)	(Department Contract Administrator)
NOTE: To be filled in by City	

Signature: _____

Date: _____

Printed Name: _____

Title: _____

STATEMENT OF NO BID

TO: City of Gainesville/Gainesville Regional Utilities
301 S.E. 4th Avenue
Gainesville, Florida 32601
Fax: (352) 334-2989
Email: purchasing@gru.com

PROJECT: Grounds Maintenance For Various GRU Facilities

DATE: _____

VENDOR: _____

VENDOR'S ADDRESS: _____

VENDOR'S REPRESENTATIVE:

Name: _____ Telephone number: _____

Email: _____ Fax number: _____

The above Vendor declines to submit a bid on the referenced bid for the following reason(s):

- _____ No longer offers the service or product in this type of bid and requests to be removed from the vendor's list for this service or product.
- _____ Our schedule will not permit us to perform the work.
- _____ Do not have the time to bid at this time but requests to remain on the vendor's list.
- _____ Insufficient time to respond to the Invitation to Bid
- _____ Unable to meet specifications.
- _____ Unable to meet the insurance requirements.
- _____ Unable to meet the bond requirements.
- _____ Other _____

Remarks: _____

IF A STATEMENT NO-BID IS NOT EXECUTED AND RETURNED, THE VENDOR'S NAME MAY BE DELETED FROM THE LIST OF GAINESVILLE REGIONAL UTILITIES' QUALIFIED VENDORS FOR THIS SERVICE OR PRODUCT.

SECTION TWO

BID FORM

**TO: City of Gainesville/Gainesville Regional Utilities
301 S.E. 4th Avenue
Gainesville, Florida 32601**

PROJECT: Grounds Maintenance for GRU Various GRU Facilities

PURCHASING REPRESENTATIVE (to be contacted for additional information on this Bid):

E. Alexander Corvetto, Analyst (352) 393-1209 or corvettoa@gru.com (preferred).

DATE: _____

BIDDER: _____

BIDDER'S ADDRESS: _____

BIDDER'S REPRESENTATIVE (to be contacted for additional information on this Bid):

Name: _____ Phone number: _____

E-mail: _____ Fax number: _____

1.0 BIDDER'S CERTIFICATION.

1.1 In submitting this Bid, Bidder represents that:

a. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of which is hereby acknowledged):

Date	Addenda Number
_____	_____
_____	_____
_____	_____

b. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner affect cost, progress, performance or furnishing of the Work.

1.2 BIDDER CERTIFIES (Check as Applicable):

_____ Bidder has implemented a drug-free workplace program which meets the guidelines of §287.087, *Florida Statutes*.

_____ Bidder is a Small Business Enterprise (SBE), defined as an independently owned and operated business concern that employs 200 or fewer permanent full-time employees, and that, with its affiliates, has a net worth of not more than \$5,000,000 which meets the guidelines of §288.703, *Florida Statutes*.

_____ Bidder is a Minority Business Enterprise (MBE), defined as a business that is at least 51% owned by a minority person. A minority is defined as a lawful permanent resident of the State of Florida who is (a) African American, (b) Hispanic American, (c) Asian American, (d) Native American, or (e) American woman (WBE), or has been certified as a Minority Business Enterprise by any federal agency or under criteria established by Purchasing Division programs which meets the guidelines of §288.703, *Florida Statutes*.

_____ Bid includes subcontracts with Small and/or Minority Businesses. Bidder agrees to provide a list of the small and minority businesses anticipated to be used in conjunction with this bid and will provide GRU with the actual spend amount when requested to do so.

List of anticipated participation of Subcontractors:

Subcontractor Name	Goods or Service to be provided	Business Type (check as applicable)			
		SBE	MBE	WBE	Other

1.3 LOCAL PREFERENCE

_____ Bidder certifies it is a "local business" as defined in the Local Preference Ordinance, a copy of which is included in the bid documents.

2.0 BIDDER ACKNOWLEDGES THAT:

_____ Bid is in full compliance with the Specifications

_____ Bid is in full compliance with the Specifications **except** as specifically stated and attached hereto and labeled "Clarifications and Exceptions"

3.0 TAXES.

The sums bid below include Florida sales taxes on items required by Bidder to manufacture or supply the items to be provided or obtain items needed to perform the work, but do not include

Florida sales taxes on the bid price below for equipment, materials or services to be provided to the City. The City of Gainesville is exempt from Florida sales taxes for certain purchases made by the City and will provide a tax exempt certificate upon request.

4.0 BID PRICING.

The undersigned hereby proposes and agrees, if this bid is accepted, to perform the work in accordance with the specifications for the following price(s):

For the purpose of bidding, "per year" will mean a twelve-month period.

A) Kanapaha Water Reclamation Facility \$ _____/per year

B) Main Street Water Reclamation Facility \$ _____/per year

C) Murphree Water Treatment Plant \$ _____/per year

D) Murphree WTP Remote Facilities:

Kelly Repump Station \$ _____/per year

Santa Fe Repump Station #2 \$ _____/per year

Forest Ridge Water Tank #2 \$ _____/per year

Boulware Springs \$ _____/per year

5th Avenue Water Tank #1 \$ _____/per year

Cross Creek Mobile Home Plant \$ _____/per year

E) Electric Substations:

McMichen \$ _____/per year

Millhopper \$ _____/per year

Fort Clarke \$ _____/per year

Kelly South \$ _____/per year

Parker Road \$ _____/per year

Serenola \$ _____/per year

Sugarfoot \$ _____/per year

Springhills \$ _____/per year

Rocky Point	\$ _____ /per year
Kanapaha	\$ _____ /per year
Ironwood	\$ _____ /per year
F) Springhills Service Center	\$ _____ /per year
G) GRU Administration Building	\$ _____ /per year

Alternative Pricing for GRU's consideration:

Facilities A & B only	\$ _____ /per year
Facilities C & D only	\$ _____ /per year
All Facilities (A-G) (Vendor needs to provide they are capable of servicing all facilities both in equipment and manpower)	\$ _____ /per year

Additional Pricing:

The following prices will be utilized on an as-needed basis and shall include the cost of labor, equipment and material to perform the following work:

Hourly rate for Grounds Maintenance Services (3 person crew): \$ _____ / per hour

5.0 BID SUBMITTALS:

Bid Submittals are attached in accordance with Section 12.0 of the Special Provisions and must include the following (*Failure to provide this information may be cause for the bid to be deemed non-responsive*):

- A minimum of three (3) references for past work similar in nature, size and scope to this project. Each example must include a current contact name and phone number for the Owner's project representative as well as an accurate description of the work performed.
- Proof of Adequate Insurance.
- Bidder's Certifications in Grounds Maintenance.
- A listing of the equipment that will be used in performing the work.
- Estimated Number of personnel to be employed by the Bidder to perform the work at each facility.
- Total Number of personnel employed by the Bidder (Full Time and Part Time).

- Copy of a sample invoice.
- Number of years in Grounds Maintenance business.

6.0 LIVING WAGE COMPLIANCE (check one).

See Living Wage Decision Tree (attached hereto as **Exhibit 1**)

_____ Living Wage Ordinance does not apply

Reason for Exemption:

- ___ Service not over \$100,000
- ___ Contractor employs less than 50 persons
- ___ Not a covered service
- ___ Not for Profit
- ___ Business located in Enterprise Zone

_____ Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid (attached hereto as **Exhibit 2**).

If the Living Wage Ordinance applies, please indicate additional costs, if any, included in the bid price associated with compliance with the Living Wage Ordinance:

_____ Dollars (\$ _____).

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.

(SEAL)

[Individual, partnership, or company name, address and State of incorporation, as applicable]

BY: _____

Signature

Typed Name: _____

Title: _____

[If bidder is other than an individual (i.e., company, partnership, or corporation), include authorization for the above individual to sign on behalf of the proposer.]

SECTION THREE

GENERAL CONDITIONS

1.0 CONDUCT OF THE WORK.

- 1.1 Personnel. The Contractor shall employ only competent and skilled workers on the Work. Contractor shall perform this contract as an independent contractor. All persons engaged in any of the Work performed pursuant to this contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. Neither Contractor, nor anyone employed by it, shall represent, act, or be deemed to be the agent or employee of GRU.
- 1.2 Warranty of Service. Contractor warrants that its services under this Contract shall be performed in a thorough, efficient, and workmanlike manner, promptly and with due diligence and care, and in accordance with that standard of care and skill ordinarily exercised by members of the profession or vocation doing similar work.
- 1.3 Noninfringement. Contractor warrants that any work product or other material furnished to GRU does not infringe on any third party rights in any US patent, copyright, trademark or trade secret.
- 1.4 Extra work. Without invalidating the Contract, GRU may, at any time, by written order and without preliminary notice to the surety, order extra work within the general scope or alter the work by addition or reduction, and the contract price will be adjusted accordingly.

2.0 CONTRACT PRICE.

- 2.1 Price. GRU shall pay the Contractor for the work at the price[s] stated on the Contract. No additional payment shall be made to the Contractor except for additional work or materials as stated on a valid change order issued by GRU prior to the performance of the work or delivery of materials.
- 2.2 Final Payment/Acceptance. The acceptance by the Contractor of final payment due on termination of the Contract shall constitute a full and complete release of GRU from any and all claims, demands and causes of action whatsoever which the Contractor, its successors or assigns have or may have against GRU under the provisions of this Contract.

3.0 TIME OF COMPLETION.

- 3.1 Time is of the essence for the completion of all work under this contract.

4.0 RESPONSIBILITIES OF THE CONTRACTOR.

- 4.1 Performance. The Contractor shall perform all the Work promptly and diligently in a good, proper, and workmanlike manner in accordance with these Specifications. The Contractor in

doing the work shall have the freedom to perform the authorized work by such means and in such a manner as it may choose within the limits of these Specifications.

- 4.2 **Materials, Services and Facilities.** The Contractor shall provide and pay for all labor, tools, equipment, transportation and materials and these shall be of a high quality in every respect. The Contractor's employees shall be as clean and as in good appearance as the job conditions permit and shall conduct themselves in an industrious and courteous manner. Modern tools kept in good working order shall be utilized. Adequate first aid supplies shall be provided by the Contractor and shall be accessible to the employees.
- 4.3 **Subcontractors.**
- a. The Special Provisions section of the specifications will indicate whether or not subcontractors are allowed. If subcontractors are allowed, the Contractor may utilize service or specialty Subcontractors on those parts of the work which under normal contracting practices are performed by specialty Subcontractors. If Subcontractors are to be used, the following provisions shall apply.
 - b. The Contractor shall notify GRU in writing of any subcontract that is to be utilized and no Subcontractor shall be employed without the written approval of GRU.
 - c. The Contractor shall be as fully responsible to GRU for acts and omissions of persons directly or indirectly employed by him as he is for the acts and omissions of persons strictly employed by him.
 - d. Nothing contained in this Contract shall create any kind of contractual relationship between the Subcontractor and GRU.
 - e. GRU strongly encourages participation of small and minority business subcontractors. Bidder agrees to provide a list of the small and minority businesses anticipated to be used in conjunction with this bid. The successful bidder will be requested on a yearly basis to provide GRU with the actual spend amount with small and minority businesses used on the contract.
- 4.4 **Compliance with Laws and Regulations.** All City, County, State and Federal laws, regulations or ordinances must be strictly observed. Contractors shall be responsible for all practical and legal notices and signals to the public while the work is in progress and shall take precautions that may be necessary to protect life and property.
- 4.5 **Responsibility for Damages.** The Contractor shall indemnify and hold harmless GRU and its elected and appointed officials from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor or by or in consequence of any neglect in safeguarding the work through the use of unacceptable materials or workmanship or by or on account of any activity or omission, neglect or misconduct of the Contractor or a Subcontractor or by or on account of any claim or amounts recovered from any infringement of patent, trademark, or copyright or

from any claims or amounts arising or recovered under the "Worker's Compensation Law" or any other law, by-laws, ordinance, order or decree.

- 4.6 Enforcement or Litigation Costs. The Contractor shall pay all costs and expenses that may be incurred by GRU (i) in enforcing compliance by the Contractor with the provisions of this Contract, or (ii) in defending any proceeding or suit brought against GRU for violation by the Contractor of any law or ordinance, or (iii) in defending any action or suit for which indemnification is required hereunder. If GRU shall be, or be made, a party to any litigation with respect to any matter arising out of, or related to, this Contract as to which the Contractor is at fault or responsible, the Contractor shall pay all judgments, decrees and costs, including reasonable attorney's fees, incurred by or imposed upon GRU in connection therewith.

5.0 INSURANCE.

- 5.1 Contractor's and Subcontractor's Insurance. The Contractor shall not commence work until he has obtained all the insurance required under this section and until such insurance has been approved by GRU nor shall the Contractor allow any Subcontractor to commence work until the Subcontractor has obtained the insurance required for a Contractor herein and such insurance has been approved unless the Subcontractor's work is covered by the protections afforded by the Contractor's insurance.

- 5.2 Workman's Compensation Insurance. The Contractor shall procure and maintain worker's compensation insurance to the extent required by law for all his employees to be engaged in work under this Contract. In case any employees are to be engaged in hazardous work under this Contract and are not protected under the worker's compensation statute, the Contractor shall provide adequate coverage for the protection of such employees.

- 5.3 Public Liability Insurance. If Insurance is required in the Special Provisions of the specifications, the Contractor shall procure and shall maintain broad form comprehensive general liability insurance and comprehensive automobile liability insurance with coverage amounts as listed in the Special Provisions section. GRU shall be an additional insured on this insurance with respect to all claims arising out of the operations or work to be performed.

a. Comprehensive General (Public) Liability (other than automobile)

- i. Premises/Operations
- ii. Independent Contractors
- iii. Products/Completed Operations
- iv. Personal Injury
- v. Contractual Liability
- vi. Explosion, collapse and underground property damage

b. Automobile Bodily Injury/ Automobile Property Damage Liability

- i. City/Leased Automobiles
- ii. Non-Owned Automobiles

iii. Hired Automobiles

- 5.4 Proof of Carriage of Insurance. The Contractor shall furnish GRU a certificate of insurance in a form acceptable to GRU for the insurance required. Such certificate or an endorsement provided by the Contractor must state that GRU will be given thirty (30) days written notice prior to cancellation or material change in coverage. Copies of an endorsement naming City as Additional Insured must accompany the certificate of insurance.

6.0 PERMITS AND LICENSES.

The Contractor shall procure all permits and licenses, pay all charges and fees and give all notice necessary and incidental to the performance of the work.

7.0 ASSIGNMENT OF CONTRACT.

The Contractor shall not assign or subcontract in whole or in part its rights or obligation under this Contract or any monies due or to become due thereunder without the written consent of GRU.

8.0 LIENS.

Before the final acceptance of the work and payment by GRU, the Contractor shall furnish to GRU proper satisfactory evidence, under oath, that all claims for labor and materials employed or used in the construction of said work have been settled and no legal claim can be filed against GRU for such labor and materials. If such evidence is not furnished to GRU, such amounts as may be necessary to meet the unsatisfied claims may be retained from monies due to the Contractor under this Contract until the liability shall be fully discharged.

9.0 DEFECTIVE WORK AND MATERIALS.

- 9.1 All materials furnished or work done, when not in accordance with the intent of these Specifications, shall be rejected and shall be removed immediately and replaced by suitable and satisfactory work and materials at no further cost to GRU. Failure to reject any defective work or materials will not prevent later rejection when such a defect is discovered and shall not relieve the Contractor of his obligation to fulfill his Contract even though such work and materials have been previously inspected by GRU and accepted; and it shall not obligate GRU to final acceptance nor shall it prevent GRU at any time subsequent from recovering damages from work actually shown to be defective.
- 9.2 If the Contractor fails to remove any defective work or materials, GRU shall have the right to stop work and remedy the cause at the expense of the Contractor.
- 9.3 If GRU deems it expedient to accept minor imperfect work, GRU shall have the right to retain such work and an equitable deduction shall be made in the Contract price.

10.0 TERMINATION/DEFAULT.

- 10.1 If the Contractor shall be adjudged as bankrupt, or if he should make a general assignment for the benefit of its creditor(s), or if a receiver shall be appointed for the Contractor, or if it should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials, or if it should refuse or fail to make payment to persons supplying labor or materials for the work under the Contract, or it persistently disregards instructions of GRU, or fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, then GRU, after serving at least ten (10) days' prior written notice to the Contractor of its intent to terminate and such default shall continue unremedied for a period of ten (10) days, may terminate the Contract without prejudice to any other rights or remedies and take possession of the work; and GRU may take possession of and utilize in completing the work such materials, appliances, equipment as may be on the site of the work and necessary therefore. The Contractor shall be liable to GRU for any damages resulting from such default.
- 10.2 Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by GRU that the bidder or its affiliates have committed any act which would have been cause for debarment.
- 10.3 If GRU discovers, after a contract is awarded and performance has begun, that the bidder or its affiliates have committed any act subsequent to or prior to award or acceptance which would have been cause for debarment had it been discovered prior to solicitation or acceptance, GRU may consider such to be a material breach of the contract and such shall constitute cause for termination of the Contract.

11.0 DELAY.

- 11.1 Notwithstanding the completion schedule, GRU shall have the right to delay performance for up to three months as necessary or desirable and such delay shall not be deemed a breach of contract, but the performance schedule shall be extended for a period equivalent to the time lost by reason of GRU's delay. Such extension of time shall be the Contractor's sole and exclusive remedy for such delay.
- 11.2 If the project for which the delivery is required is stopped or delayed for more than three months, either in whole or in substantial part, and either GRU or Contractor elects to terminate the Contract because of such delay, if such stoppage or delay is due to actions taken by GRU, within its control, Contractor's sole and exclusive remedy under the contract shall be reimbursement for costs reasonably expended in preparation for or in performance of the contract plus Contractor's lost profit in respect to the equipment or materials procured, manufactured or kept for GRU under the Contract. None of the aforementioned costs shall be interpreted to include home office overhead expenses or other expenses not directly attributable to performance of the Contract. Contractor shall not be entitled to make any other claim, whether in breach of contract or in tort for damages resulting in such delay.
- 11.3 If the performance of the Contract is delayed by fire, lightning, earthquake, cyclone, or other such cause completely beyond the control of either GRU or the Contractor then the time for

completion of the Contract shall be extended for a period equivalent to the time lost by reason of any of the aforesaid causes.

12.0 WARRANTY/GUARANTEE.

- 12.1 Contractor warrants and guarantees to City that all materials will be new unless otherwise specified and that all work will be of good quality and free from defects and in accordance with the Specifications.
- 12.2 Contractor agrees to remedy promptly, and without cost to City, any defective materials or workmanship which appear within the warranty period stated in the Special Provisions section of the specifications.
- 12.3 No provision contained in these Specifications shall be held to limit Contractor's liability for defects to less than the legal limit of liability in accordance with law.
- 12.4 No provision contained in these Specifications shall be held to limit the terms and conditions of the manufacturer's warranty and Contractor shall secure parts, materials and equipment to be installed with manufacturer's full warranty as to parts and service wherever possible.

13.0 PAYMENT.

- 13.1 Invoicing. The Contractor shall be responsible for invoicing GRU for work performed.
- 13.2 Required Information. The Contractor's invoices must include the work location and date of service. Invoices for completed work must be submitted no later than thirty (30) days from the completion date of the work. Invoices for partially completed work will be allowed by exception only and at GRU's discretion. All partial invoices must be clearly identified as such on the face of the invoice.
- 13.3 Payment. Payment will be due to the Contractor thirty (30) days after receipt of the invoice, provided, however, that the Contractor shall not submit more than one invoice per thirty-day period. Payment may be withheld by GRU due to failure by the Contractor to comply with these Specifications or because unacceptable equipment or materials were delivered as determined by GRU's inspection. GRU shall notify the Contractor of any unsatisfactory performance as soon as practicable so that it can be corrected without delaying payment if possible.
- 13.4 Claim for Extra Payment. If the Contractor claims that any instruction or change issued by GRU involves extra cost, it shall so notify GRU in writing within ten (10) days after receipt of such instruction and in any event secure approval before proceeding to execute the work.

14.0 NOTICES.

- 14.1 Notices to the Contractor pursuant to these Specifications shall be deemed to have been properly sent when mailed to the Contractor at the address provided on the Bid Forms.

14.2 Notices to GRU shall be deemed to have been properly sent when mailed to Utilities Purchasing, Gainesville Regional Utilities, P.O. Box 147117, Station A130, Gainesville, Florida 32614-7117.

15.0 DISPUTES.

Except as otherwise provided in this Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be decided by the General Manager or his designee, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute preceding under this clause the party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The General Manager or his designee shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Contract and the findings and conclusions shall be final and binding on both parties. Pending the final decision of a dispute hereunder, Contractor shall proceed diligently with its performance of the Contract in accordance with the preliminary directions of GRU.

16.0 SOVEREIGN IMMUNITY.

Nothing in this document shall be interpreted to waive the City's sovereign immunity.

17.0 CANCELLATION.

17.1 If the term of the Contract resulting from this bid continues beyond the current fiscal year and funds for such Contract are not approved during a subsequent fiscal year, GRU reserves the right to terminate such Contract without cause upon thirty (30) days written notice to Contractor.

17.2 GRU reserves the right to cancel any Contract arising out of an award under this ITB if, in its opinion, there is any failure to adequately perform the requirements of this ITB. Under these conditions, cancellation will be effective immediately upon written notification to the Contractor and such cancellation will relieve GRU from any obligation to purchase any items under such Contract.

18.0 GOVERNING LAW.

Any resulting transaction hereunder shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to the principles of conflict of laws thereof. Venue for all disputes shall be in Alachua County, Florida.

SECTION FOUR

SPECIAL PROVISIONS

1.0 SCOPE.

These Special Provisions amend or supplement the Invitation to Bid as indicated below. All provisions which are not so amended or supplemented remain in full force and effect, except that the Technical Specifications, if any, shall govern if any conflict arises between such sections and these Special Provisions.

2.0 AUTHORIZED REPRESENTATIVES.

2.1 The Purchasing Representative for this Project is E. Alexander Corvetto. Deadline for questions regarding this Invitation to Bid is April 22, 2013 @ 2:00 p.m. All questions should be submitted via email to corvettoa@gru.com with ITB # 2012-121 in the subject line. Any questions received after the deadline may not be answered. Additionally, any questions regarding the administration of the resulting contract should be directed to Mr. Corvetto at (352) – 393 – 1240, via facsimile at (352) – 334 – 2989 or via email at corvettoa@gru.com (preferred).

2.2 The Project Manager Michael Gardiner, Facilities Maintenance Coordinator. He can be reached at (352) – 393 – 1848. However, all communication until award shall flow through the Purchasing Representative.

3.0 DESCRIPTION OF WORK.

Furnish all labor, equipment and materials to perform grounds maintenance for various GRU facilities in accordance with the requirements outlined in the technical specifications.

4.0 TERM OF THE AGREEMENT.

4.1 The term of the Contract shall commence upon execution and terminate on September 30, 2016.

4.2 The Contract may be extended for one additional three (3) year period, upon mutual agreement of the parties and negotiation of the contract prices.

4.3 Adjustments to the Contract price may be requested by the Contractor at least sixty (60) days prior to the anniversary date of the contract each year. Any negotiated price change shall become effective on the anniversary date of that year. The contractor shall provide documentation for any price increase and the price increase shall not exceed the Consumer Price Index (CPI) "Not Seasonally Adjusted: during the previous twelve months as published by the U.S. Department of Labor, Bureau of Labor Statistics.

5.0 REFERENCES.

Bidder shall provide a minimum of three (3) references for past work similar in size and scope to this project. Each example must include a **current contact name, company name and phone number** for the Owner's project representative as well as an accurate description of the completed project.

6.0 TERMS OF AWARD.

- 6.1 Award will be made to the best evaluated bidder based on pricing and qualifications of the business including personnel staffing, Contractor's experience, business references, past performance and contract requirements (insurance coverage, bonds, adequate equipment, etc). GRU reserves the right to award the bid to more than one Contractor as it determines to be in its best interest.
- 6.2 GRU reserves the right to award the Contract to other than the lowest bidder for such reasons as delivery and/or performance times and utilization of minority or small business contractors or subcontractors.
- 6.3 GRU reserves the right to reject any and all bids, or any part thereof, to waive any and all informalities or irregularities, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional bids. Also, GRU reserves the right to reject the bid of any bidder if GRU believes that it would not be in its best interest to make an award to that bidder, whether because the bid is not responsive or the bidder is not responsible, as determined by GRU.
- 6.4 Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 6.5 If the contract(s) is to be awarded, GRU will give the Successful Bidder(s) a Notice of Award within sixty (60) days after the bid date. All Bids shall remain valid for sixty (60) days from the bid date.
- 6.6 When GRU gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Contract (or Purchase Order, as applicable) with all other written Contract Documents attached. Within fifteen (15) days thereafter Contractor shall sign and deliver the required number of counterparts of the Contract and attached documents to GRU with the required Bonds, if applicable. GRU shall deliver one fully signed counterpart to Contractor.
- 6.7 Failure on the part of the successful Bidder to execute a Contract within fifteen (15) days after the notice of acceptance shall be just cause for annulment of award.
- 6.8 GRU may then accept the bid of the next lowest bidder or readvertise the bid. If the bid of the next lowest bidder is accepted, this acceptance shall bind such bidder as though it was the original Successful Bidder.

7.0 LOCAL PREFERENCE.

- 7.1 The Local Preference Ordinance applies to bids for goods or services estimated to exceed \$50,000. A copy of the Ordinance is attached for reference.
- 7.2 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.
- 7.3 A "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, the vendor must provide a copy of the business tax receipt.

8.0 INSURANCE.

Insurance is required in the amounts stated below:

Commercial General Liability \$1,000,000 combined single limit for bodily injury and property damage

Automobile Liability \$1,000,000 combined single limit for bodily injury and property damage

Worker's Compensation:

- (a) State Statutory
- (b) Applicable Federal Statutory
- (c) Employer's Liability \$500,000 per Accident
 \$500,000 Disease, Policy Limit
 \$500,000 Disease, Each Employee

Excess Liability \$1,000,000

9.0 SUBMISSION OF BID.

Sealed bids are required. All bids are due prior to the Bid Call specified elsewhere. Bids may NOT be submitted via fax or e-mail.

10.0 LIQUIDATED DAMAGES.

Liquidated damages will not be assessed.

11.0 BONDS.

Bonds are not required in conjunction with this bid.

12.0 BID SUBMITTALS.

The Bidder shall complete the information requested in Section Two – Bid Form and shall provide by attachment thereto all supplemental information as requested therein. Failure to provide such information may be cause for the bid to be deemed nonresponsive.

1. Number of personnel employed by the Bidder (Full Time and Part Time).
2. A listing of the equipment that will be used in performing the work.
3. Proof of insurance.
4. Three (3) references for work performed of similar size and scope. Include the company name, a contact name and phone number for each reference.
5. The number of years of business.
6. Copy of an invoice.

13.0 SUBCONTRACTORS.

- 13.1 Subcontractors are allowed with prior written approval by GRU. If Subcontractors are to be utilized, a list of the proposed Subcontractors shall be included with the bid.
- 13.2 The Contractor shall be as fully responsible to GRU for acts and omissions of persons directly or indirectly employed by it as it is for the acts and omissions of persons strictly employed by the Contractor.
- 13.3 Nothing contained in this Contract shall create any kind of contractual relationship between Subcontractors and GRU.
- 13.4 GRU strongly encourages participation in this project by small and minority business subcontractors. The Successful Bidder will be requested to provide information on anticipated participation of SBEs and MBEs prior to commencement and actual participation, in terms of dollars, prior to the close out of the project.

14.0 PRE-BID MEETING.

A **mandatory** pre-bid meeting will be held at the different facilities at the times stated below. Companies are not required to attend all walkthrough meetings; however companies will only be able to bid for the facility that a company representative attended the meeting/walkthrough. Bids from companies who did not attend the meeting/walkthrough at a given facility will not be accepted or considered. We will start by meeting at Murphree Water Treatment Plant promptly at 8:30 a.m. **Please be on time and bring a valid picture**

ID or you won't be admitted in the premises. In some facilities a hard hat and safety glasses are required. GRU will provide hats and glasses if needed.

GROUPS MAINTENANCE WALKTHROUGH SCHEDULES:

April 17, 2013

8:30 a.m. – 12:00 p.m.

Murphree Water Treatment Plant

1600 N.E. 53rd Avenue, Gainesville, FL

(Between Main Street and Waldo Road on the North side of 53rd Avenue)

Rick Davis: 352-393-6512

Meet at Murphree Water Treatment Plant at 8:30 a.m. to tour grounds maintained at the Water Plant location. Immediately following, group will visit other remote facilities.

*****Note*** *Picture ID required to enter property for security purposes***

April 17, 2013

1:30 p.m. – 3:00 p.m.

Kanapaha Water Reclamation Facility

3901 S.W. 63rd Blvd., Gainesville, FL

Luther Belyew: 352-393-6522

Meet at the Kanapaha Water Reclamation Facility at 1:30 p.m. to tour grounds to be maintained at the Water Reclamation Facilities.

April 18, 2013

9: 00 a.m. – 12:00 p.m.

GRU Administration Building

301 S.E. 4th Avenue, Gainesville, FL

Mike Gardiner: 352 – 393 – 1848

Meet at the GRU Administration Building in the lobby exactly at 9:00 a.m.

April 18, 2013

1:00 p.m. – 3:00 p.m.

Springhills Service Center

3805 N.W. 97th Blvd., Gainesville, FL

15.0 EVALUATION CRITERIA.

There is a total of 100 points used to evaluate the ITB based on the criteria below:

Price (maximum 40 points)

Past experience similar in nature, size and scope (maximum 10 points)

Adequate Equipment list to be used in performing the work (maximum 15 points)

References (maximum 10 points)

Number of years in Grounds Maintenance business (maximum 10 points)

Certification (maximum 5 points)

Sample Invoice (maximum 5 points)

Local Preference (maximum 5 points)

SECTION FIVE

TECHNICAL SPECIFICATIONS

1.0 SCOPE.

The provisions contained in this section are intended to be cooperative with, to supplement, or to modify Instructions to Bidders, Special Provisions and General Conditions and, in case of any conflict with such sections, the intent of any and all Technical Specifications shall govern.

2.0 DESCRIPTION OF THE WORK.

- 2.1 The purpose and scope of these specifications is to establish the requirements for furnishing all labor, equipment and materials to provide grounds maintenance services at the following GRU facilities: Kanapaha and Main Street Water Reclamation Facilities, Murphree Water Treatment Plant, Murphree Water Treatment Plant Remote Facilities (including listed Repump stations, elevated tank and Boulware Springs), GRU electric substations, Springhills Service Center and GRU Administration Building.

3.0 CONTRACTOR'S GENERAL REQUIREMENTS.

Unless otherwise noted in exhibits A - G at the end of this document, the Contractor is responsible for performing the following tasks:

3.1 General Mowing Procedures:

The grass shall be consistently maintained according to the outlined schedule of service. The contractor shall be mindful of the height adjustments of the mowing equipment and string trimmers to avoid scalping the grass. Excessive grass clippings shall be raked off and disposed of offsite unless otherwise approved by the GRU Representative. In certain facilities grass clippings are to be disposed in a GRU approved compost pile. Grass clippings from mowers, shall not be left on sidewalks, pavements, stone areas of substations, or disposed of on adjoining properties.

3.2 String Line Trimming:

The string line method shall be done around walkways, parking lots, buildings, trees, shrubs, fencing and any other structures or areas where mowers are unable to cut. The contractor shall include sufficient labor time for workers to string line trim the property including the retention pond berms and waterlines each visit unless otherwise noted in exhibits A-G.

3.3 Edging:

Mechanical edging is required along walkways, driveways, curbs, asphalt, parking areas, mulched areas, and flower beds. Loose edging material must be removed from site or placed in an approved mulch pile location as designated by the GRU Representative.

3.4 Tree, Shrubs and Pruning:

The Contractor shall remove fallen branches and limbs at each visit to the GRU properties. The Contractor shall notify the GRU representative of dead or damaged trees, shrubs or any landscaping plants with visible damage due to disease, nutrient deficiency, or water starvation. The Contractor shall notify GRU of damaged trees or limbs which could become a safety hazard.

Shrubs and small trees shall be pruned monthly and shaped during growing season to promote compact growth and to preserve the natural form of the specimens. Hedges shall be maintained in an appropriate shape and size to fit the building and landscape architecture.

3.5 Flower beds:

The Contractor shall maintain the existing flower bed location at the Main Street Water Reclamation Facility. The Contractor shall plant annuals at this location with a variety of plants selected by the GRU location representative. The contractor shall maintain a weed free flower bed by manually pulling any weeds.

The landscaping contractor shall prepare the bed for new annuals by manually tilling the soil and applying a suitable fertilizer for annual growth.

4.0 SCHEDULE.

Please refer to exhibits A - G for schedules.

5.0 CONTRACTOR'S RESPONSIBILITIES.

5.1 The Contractor shall use, and be responsible for, his own equipment.

5.2 The Contractor assumes all responsibility for any and all damage caused by him or his equipment to City or surrounding property.

5.3 The Contractor is responsible for ensuring that all personnel perform the work in accordance with all state and federal safety requirements. The Contractor shall provide his staff with all appropriate safety equipment, including, but limited to the following: safety goggles, chain guards on mowers, appropriate work attire (including leather shoes with anti-skid soles), gloves, etc. If the Contractor's personnel does not utilize proper safety equipment, GRU staff will not allow the personnel to continue the work until the situation has been corrected.

6.0 CHANGES TO SCOPE OF WORK.

6.1 GRU reserves the right to adjust the scope of services (add or remove) and negotiate an adjustment to the contract price with the Contractor. If any new sites are added or deleted, GRU will notify Contractor. If additional services are performed without GRU's written consent, GRU shall not be obligated to pay for such services.

- 6.2 GRU reserves the right to change the frequency of service at any of its facilities. The Contractor shall be notified in writing of any such change.
- 6.3 Replacement of dead shrubs or other work not specified in these specifications shall be considered extra work. If such work is required, the Contractor shall provide a price for such work for approval by the authorized representative prior to the work being performed.

**EXHIBIT A
SPECIAL INSTRUCTIONS
ELECTRIC SUBSTATIONS**

**GRU Contact: Mike Gardiner, Facilities Maintenance Coordinator
352-393-1848**

Hours worked shall be performed: Monday – Friday 8:00 am – 5:00 pm, excluding City holidays

Contractor may use herbicides in the following areas.

All electric substations shall be maintained on a monthly basis from March 1st through October 31st. No service is required in the months of November, December, January and February. Access to the substations must be accompanied by a GRU employee. Access to the curbed rocked area is not permitted and special caution should be used around the poles guy wires and station service transformers. Discharge from mowers shall be approximately 20 feet away from rock area to avoid rocks or branches being thrown on equipment.

Facility	Location
1.0 Kelly South Substation	811 S.E. 4th Street

Instructions: Maintain the West and South areas outside the fenced compound and the area inside the fenced compound excluding the rocked electrical equipment area.

2. McMichen Substation	5202 N.E. 15th Street
-------------------------------	---

Instructions: Maintain the North and East area outside the fenced compound from the fence to the ditch and the area inside the fenced compound excluding the rocked electrical equipment area. Herbicides are not permitted at this substation.

3. Millhopper Substation	5501 N.W. 43rd Street
---------------------------------	---

Instructions: Maintain the West and South areas outside the fenced compound from the fence to the edge of the pavement and the area inside the fence excluding the rocked electrical equipment area.

4. Fort Clark Substation	1200 N.W. 122nd Street
---------------------------------	--

Instructions: Maintain the area between the outer fence and the inside rocked fenced area. The Contractor shall string trim the berm located inside the fenced compound.

5. Parker Road Substation	12301 S.W. Archer Lane
----------------------------------	-------------------------------

Instructions: Maintain the North and East area from the compound fence to the existing dirt roads and the area inside the fenced compound area to the South light pole. The area to the South of the mentioned light pole shall be maintained twice a year.

6. Serenola Substation 4303 S.W. 40th Blvd.

Instructions: Maintain from the fenced rock area to the North property fence and West of the rock area to the road. The Contractor shall maintain a 75 foot perimeter around the East and South fenced areas.

7. Springhills Substation 4458 N.W. 115th Terrace

Instructions: Maintain the inside of the fenced area excluding the rock area. Maintain the area outside the fenced station on the North, South, East and West of the property.

8. Sugarfoot Substation 1200 S.W. 62nd Blvd.

Instructions: Maintain the North, East, and South area between the perimeter fence and the rock area fence and the West area to within 25 feet of the perimeter fence.

9. Rocky Point Substation 4012 S.W. 27th Street

Instructions: Maintain the South area from the fenced compound to the transmission line road and the area adjacent to the North, West, and East of the compound area.

10. Kanapaha Substation 6930 S.W. 88th Street

Instructions: Maintain the North open area, the retention pond area, the shrubs and canopy trees, of the complex, according to the general specifications on a monthly basis. The Contractor shall mulch the roadway edge with pine straw harvested from the undisturbed areas.

11. Ironwood Substation 1710 N E 31st Avenue

Instructions: Mow the east side of the substation property to the GRU "No Trespassing" sign, and the north side of the property to the natural flora, including the retention pond. Maintain the west and east sides of the substation to the GRU "No Trespassing" signs. String trim where necessary but not disturb the natural flora of the substation property.

**EXHIBIT B
SPECIAL INSTRUCTIONS
MURPHREE WATER TREATMENT PLANT
REMOTE FACILITIES**

GRU Contact: Rick Davis, Manager 352-393-6512

Hours worked shall be performed: Monday – Friday 8:00 am – 5:00 pm, excluding City holidays. Contractor must check in with Murphree security (352-393-6532) prior to beginning work at remote facility and must check out with Murphree security prior to leaving remote facility.

◆ **Contractor may not use herbicides or fertilizer in the following areas:**

- ◆ Maintenance Schedule Requirement:
March 1 through October 31 *every two (2) weeks*
November through February *one visit per month*

- | Facility | Location |
|--|--|
| 1. Kelly Repump Station | 801 S.E. 4th Street |
| <i>Instructions:</i> Mow all grassy area inside fenced compound area and outside from fence to the bike path. Edge or string trim around sidewalks, curbing, fence, hydrants, buildings, tank, valve boxes, etc. Shrubbery shall be pruned twice annually by the Contractor. Remove any vines from building or tank. | |
| 2. Repump Station #2 (Santa Fe) | 10906 N.W. 23rd Avenue |
| <i>Instructions:</i> Maintain sod area around building, tank, driveway and retention pond. The Contractor shall edge or string trim around building, tank, piping, hydrants, and gate. Leave the natural landscaped area in a normal state. | |
| 3. Elevated Water Tank #2 (Forest Ridge) | 2000 N.W. 23rd Street |
| <i>Instructions:</i> Maintain the tank site and the large grassy area, which is accessible only from the tank site, according to general specifications. The area outside the fence fronting NW 23 rd Street is included in the maintenance of this site. The Contractor shall mow and trim around shrubbery and string-trim fence lines. The Contractor shall trim trees and shrubs twice annually as required. | |
| 4. Boulware Springs | 3400 S.E. 15th Street |
| <i>Instructions:</i> Maintain the grassy areas of the Boulware Springs Park according to the general specifications on a monthly basis, including the water-works building, picnic area, driveways and all related open space of the park. The Contractor shall be responsible for maintenance of the area between the board fence and SE 15 th | |

Street. Note: this area is very demanding to maintain due to the steep terrain, sidewalks, parking lots, picnic tables, numerous trees and obstacles at this site.

5. Elevated Water Tank #1 (5th Avenue) 1200 Block NW 5th Avenue

Instructions: Maintain the tank site within the fenced area according to general specifications. The area outside the fence fronting NW 5th Street is included in the maintenance of this site, fence to fence. The Contractor shall trim trees and shrubs **twice annually** as required.

6. Cross Creek Mobile Home Plant 14200 SE 174th Place

Instructions: Maintain the tank site within the fenced area according to general specifications. The area outside the fence fronting street is included in the maintenance of this site, fence to fence. The Contractor shall trim trees and shrubs **twice annually** as required.

7. North Well Field off 53rd just west of Murphree

Instructions: Maintain areas around electric pull boxes and transformers by string trimmers and mow an area ten feet around each box. String trim around all bollards. Mow the entire grass area outside the fence at wells 12, 13, 14, 15, 16. Monthly (April 1 through October 31)

**EXHIBIT C
SPECIAL INSTRUCTIONS
MURPHREE WATER TREATMENT PLANT**

GRU Contact: Rick Davis, Manager 352-393-6512
Location: 1600 N.E. 53rd Avenue, Gainesville, FL

Hours worked shall be performed: Monday – Friday 7:00 am – 5:00 pm, excluding City holidays. Contractor must check in with Murphree security (352-393-6532) before starting work in plant or remote well facilities. Contractor must also check out with Murphree Security prior to leaving remote well facilities.

Contractor may not use herbicides or fertilizer in these areas unless authorized by GRU.

Additional requirements to the general specifications for the Murphree Water Plant:

- ◆ Maintenance Schedule Requirement:
March 1 through October 31 *every two (2) weeks*
November through February *once per month*
- ◆ Acreage to maintain +/- 30 acres
- ◆ **No chemical herbicides or fertilizer shall be used to maintain areas.**
- ◆ Grass clippings from lawns do not need to be removed unless clumped or unevenly distributed. Cleaning up branches, debris and shrub clippings shall be performed on an as-needed basis.
- ◆ Maintain the area inside the main plant fenced area except the sludge yard road, the sludge yard, and the timbered acreage east of the central ditch. Areas outside the main fence include separate well sites (1, 7, 8, 9 and 11). Contractor shall maintain a ten foot perimeter around well sites (1, 9, 8 and 11) and a slightly larger area around wells 9 and 11 to access sample taps and valve boxes.
- ◆ Maintain both sides of the first ditch and roadway west of main compound fence to the northern border.
- ◆ Maintain the ditch area south of the main compound along 53rd Avenue and the driveway entrances to the edge of 53rd Avenue.
- ◆ Maintain the pond as close to the water line as possible. The cattails and gaulberrys shall be trimmed annually. The Contractor shall mechanically edge the front parking lot curbs and islands. Trim Crepe Myrtles at Center Island annually.
- ◆ The Contractor shall minimize trimmings being thrown in pond while maintaining this area.

- ◆ Remove debris around structures, driveways, concrete pads, tank footers and rock beds before leaving the site on work days.

- ◆ **The Contractor shall notify the GRU representative if any unusual circumstances are discovered at the remote well locations when working in the location. A GRU employee must provide access to the remote well field roadway.**

**EXHIBIT D
SPECIAL INSTRUCTIONS
MAIN STREET WATER RECLAMATION FACILITY**

**GRU Contact: Luther Belyew, Water Reclamation Facilities Operations Mgr.
352-334-3500, x6722**

Location: 200 S.E. 16th Avenue, Gainesville, FL

Hours worked shall be performed: Monday – Friday 8:00 am – 5:00 pm, excluding City holidays

Contractor may not use herbicides or fertilizer in this area.

Listed below are additional requirements to the general specifications for the Main Street Water Reclamation Facility:

- ◆ Mowing inside the fenced compound is required weekly from March 1st to October 31st, and monthly from November 1st to February 28th. The Contractor shall maintain the areas behind the fences on the North, East, and South sides on a monthly basis.
- ◆ The flowerbed on the East side of the Administration building shall be rejuvenated and maintained. The Contractor shall mechanically edge all sidewalks and driveways on a monthly basis.

**EXHIBIT E
SPECIAL INSTRUCTIONS
KANAPAHA WATER RECLAMATION FACILITY**

GRU Contact: Luther Belyew, Water Reclamation Facilities Operations Mgr.
352-334-3500, x6722
Location: 3901 S.W. 63rd Blvd., Gainesville, FL

Hours worked shall be performed: Monday – Friday 8:00 am – 5:00 pm, excluding City holidays

Contractor may not use herbicides or fertilizer in this area unless authorized by GRU.:

Listed below are additional requirements to the general specifications for the Main Street Water Reclamation Facility:

- ◆ Maintain the facility inside the compound fence and the area West of the fence to the roadway.
- ◆ Mowing inside the fenced compound is required weekly from March 1st to October 31st, and monthly from November 1st to February 28th. The Contractor shall maintain the areas behind the fences on the North, East, and South sides on a monthly basis.
- ◆ Mow Chapman's Pond parking area west of plant and include the trail to the observation area (+/- acre).

**EXHIBIT F
SPECIAL INSTRUCTIONS
SPRINGHILLS SERVICE CENTER**

**GRU Contact: Mike Gardiner, Facilities Maintenance Coordinator
352-393-1848**

Normal working hours are Monday thru Friday 7:00-5:30 although parking lot areas may need service after hours to minimize damage to vehicles.

Grounds maintenance schedule as follows: Weekly service from March 1st to October 31st and monthly service from November 1st to February 28th.

The contractor shall meet with the GRU representative on a monthly basis to discuss the ongoing grounds maintenance issues of the Springhill Service Center.

The grounds maintenance contractor will develop a schedule of service with the GRU representative to mitigate interruptions to the facilities employees.

The contractor shall prune the Crape Myrtle's during the first visits of March.

The contractor shall mow the front retention pond monthly, during the weekly schedule, when the water level is down.

The area inside the service yard shall be serviced monthly during the weekly service schedule and no service during the winter schedule. This includes areas along the outside fencing of the lay down yard.

Herbicides may be used at this facility especially in the east fenced yard area.

Upon completion of each scheduled maintenance all walkways, drives and porches shall be swept or blown clean. All debris and equipment shall be removed from the site.

**EXHIBIT G
SPECIAL INSTRUCTIONS
GRU ADMINISTRATION BUILDING**

**GRU Contact: Mike Gardiner, Facilities Maintenance Coordinator
352-393-1848**

Listed below are additional requirements to the general specifications for the GRU Administration Building.

Normal working hours are Monday thru Friday 7:00-5:30 although parking lot areas may need service after hours to minimize damage to vehicles.

Grounds maintenance schedule as follows: Weekly service from March 1st to October 31st and monthly service from November 1st to February 28th.

The contractor shall meet with the GRU representative on a monthly basis to discuss the ongoing grounds maintenance issues of the GRU Administration Building.

The grounds maintenance contractor will develop a schedule of service with the GRU representative to mitigate interruptions to the facilities employees.

The contractor shall prune the Crape Myrtle's during the first visits of March.

Herbicides may be used at this facility.

Upon completion of each scheduled maintenance all walkways, drives and porches shall be swept or blown clean. All debris and equipment shall be removed from the site.

The contractor shall allow sufficient time for hand weeding and herbicide application.

The contractor shall remove leaves and debris from the parking lots quarterly.

CITY OF GAINESVILLE/GAINESVILLE REGIONAL UTILITIES

**ADDENDUM No. 1
GROUNDS MAINTENANCE SERVICES FOR VARIOUS FACILITIES
ITB No. 2013 - 079**

DATE: April 18, 2013

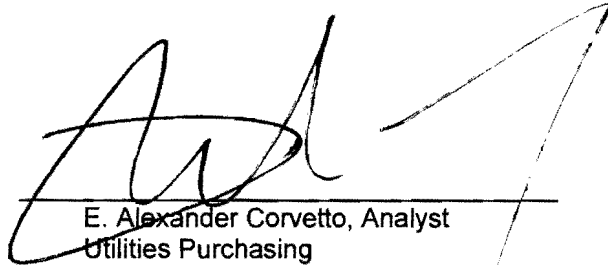
DUE DATE: April 29, 2013 @ 2:00 p.m.

NOTE: This addendum has been issued only to all the holders of record of the Specifications and those in attendance of mandatory pre-bid meeting at GRU Administration Building. 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.

Section Two – Bid Form, Item 4.0

For the purposes of bidding contractors are to include the cost of performing grounds maintenance services for Kelly Generating Station and the Fleet Garage Building located south and west of the administration building under item G (GRU Administration Building) pricing.

Similarly, contractors should include Kelly Generating Station and the Fleet Garage Building under the additional pricing where referenced (Facilities A&B and All Facilities A-G).



E. Alexander Corvetto, Analyst
Utilities Purchasing

ACKNOWLEDGEMENT:

Each Bidder shall acknowledge receipt of his Addendum No. 1 by his signature below, and shall attach a copy of this Addendum to its bid.

CERTIFICATION BY BIDDER

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

Bidder: _____

By: _____

CITY OF GAINESVILLE/GAINESVILLE REGIONAL UTILITIES

**ADDENDUM No. 2
GROUNDS MAINTENANCE SERVICES FOR VARIOUS FACILITIES
ITB No. 2013 - 079**

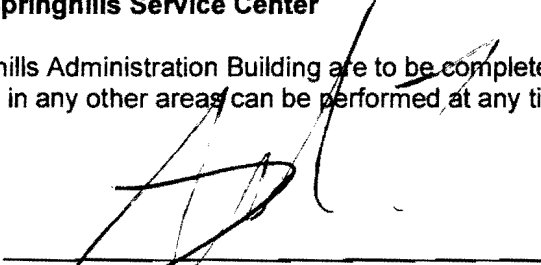
DATE: April 19, 2013

DUE DATE: April 29, 2013 @ 2:00 p.m.

NOTE: This addendum has been issued only to all the holders of record of the Specifications and those in attendance of mandatory pre-bid meeting at Springhills Service Center. 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.

Exhibit F, Special Instructions, Springhills Service Center

Services performed around Springhills Administration Building are to be completed outside normal working hours. Services performed in any other areas can be performed at any time.



E. Alexander Corvetto, Analyst
Utilities Purchasing

ACKNOWLEDGEMENT:

Each Bidder shall acknowledge receipt of his Addendum No. 2 by his signature below, and shall attach a copy of this Addendum to its bid.

CERTIFICATION BY BIDDER

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

Bidder: _____

By: _____

SECTION TWO

BID FORM

TO: City of Gainesville/Gainesville Regional Utilities
301 S.E. 4th Avenue
Gainesville, Florida 32601

PROJECT: Grounds Maintenance for GRU Various GRU Facilities

PURCHASING REPRESENTATIVE (to be contacted for additional information on this Bid):

E. Alexander Corvetto, Analyst (352) 393-1209 or corvettoa@gru.com (preferred).

DATE: _____

BIDDER: E W Reshard INC

BIDDER'S ADDRESS: 5729 NW 27th Terr
Gainesville FL 32653

BIDDER'S REPRESENTATIVE (to be contacted for additional information on this Bid):

Name: Errol W Reshard Phone number: 352-514-3672

E-mail: erwreshard@comcast.net Fax number: 352-374-0694

1.0 BIDDER'S CERTIFICATION.

1.1 In submitting this Bid, Bidder represents that:

a. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of which is hereby acknowledged):

Date	Addenda Number
<u>4-18-2013</u>	<u>No. 1</u>
<u>4-19-2013</u>	<u>No. 2</u>

b. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner affect cost, progress, performance or furnishing of the Work.

1.2 BIDDER CERTIFIES (Check as Applicable):

Bidder has implemented a drug-free workplace program which meets the guidelines of §287.087, *Florida Statutes*.

Bidder is a Small Business Enterprise (SBE), defined as an independently owned and operated business concern that employs 200 or fewer permanent full-time employees, and that, with its affiliates, has a net worth of not more than \$5,000,000 which meets the guidelines of §288.703, *Florida Statutes*.

Bidder is a Minority Business Enterprise (MBE), defined as a business that is at least 51% owned by a minority person. A minority is defined as a lawful permanent resident of the State of Florida who is (a) African American, (b) Hispanic American, (c) Asian American, (d) Native American, or (e) American woman (WBE), or has been certified as a Minority Business Enterprise by any federal agency or under criteria established by Purchasing Division programs which meets the guidelines of §288.703, *Florida Statutes*.

Bid includes subcontracts with Small and/or Minority Businesses. Bidder agrees to provide a list of the small and minority businesses anticipated to be used in conjunction with this bid and will provide GRU with the actual spend amount when requested to do so.

List of anticipated participation of Subcontractors:

Subcontractor Name	Goods or Service to be provided	Business Type (check as applicable)			
		SBE	MBE	WBE	Other

1.3 LOCAL PREFERENCE

Bidder certifies it is a "local business" as defined in the Local Preference Ordinance, a copy of which is included in the bid documents.

2.0 BIDDER ACKNOWLEDGES THAT:

Bid is in full compliance with the Specifications

Bid is in full compliance with the Specifications **except** as specifically stated and attached hereto and labeled "Clarifications and Exceptions"

3.0 TAXES.

The sums bid below include Florida sales taxes on items required by Bidder to manufacture or supply the items to be provided or obtain items needed to perform the work, but do not include

E. W. Reshard Inc

Vendor's approach

Attn:Prospects

(4) Four Full Time employees
(4) part-time employees

To Whom it may concern

This company was established in the year of 1999. Our goal is to provide an offer the best service that meet the needs of each an ever client that we service .Committed to rules and regulations this company has an open line of communication with each client to assure all mandatory requirements are being met .We further our commitment with qualified staff and character that is acceptable at all times .We believe applying our skills upon each performance whether big or small demonstrates our commitments to our customers as well as an example of quality performance and perfection. Integrity, character, customers relation, and communication at all levels with the grace of God are the key elements to this Companies success. We await the opportunity to express our vision to all interested customers. Thanks Sincerely Errol W Reshard

5729 NW 27th ter
Gainesville, Fl. 32653
Phone: 352-514-3672
Fax: 352-374-0694
E-mail:

Florida sales taxes on the bid price below for equipment, materials or services to be provided to the City. The City of Gainesville is exempt from Florida sales taxes for certain purchases made by the City and will provide a tax exempt certificate upon request.

4.0 BID PRICING.

The undersigned hereby proposes and agrees, if this bid is accepted, to perform the work in accordance with the specifications for the following price(s):

For the purpose of bidding, "per year" will mean a twelve-month period.

- A) Kanapaha Water Reclamation Facility \$ 12,255.72 /per year
- B) Main Street Water Reclamation Facility \$ 10,899.96 /per year
- C) Murphree Water Treatment Plant \$ 21,326.40 /per year
- D) Murphree WTP Remote Facilities:
- Kelly Repump Station \$ 876.42 /per year
- Santa Fe Repump Station #2 \$ 2,876.42 /per year
- Forest Ridge Water Tank #2 \$ 876.42 /per year
- Boulware Springs \$ 8117.04 /per year
- 5th Avenue Water Tank #1 \$ 876.42 /per year
- Cross Creek Mobile Home Plant \$ 426.62 /per year
- E) Electric Substations:
- McMichen \$ 1460.84 /per year
- Millhopper \$ 5124.96 /per year
- Fort Clarke \$ 789.36 /per year
- Kelly South \$ 624.96 /per year
- Parker Road \$ 2,610.00 /per year
- Serenola \$ 854.52 /per year
- Sugarfoot \$ 854.52 /per year
- Springhills \$ 854.52 /per year

Rocky Point	\$ <u>852.24</u> /per year
Kanapaha	\$ <u>263.04</u> /per year
Ironwood	\$ <u>263.04</u> /per year
F) Springhills Service Center	\$ <u>8,924.64</u> /per year
G) GRU Administration Building	\$ <u>21,411.82</u> /per year

Alternative Pricing for GRU's consideration:

Facilities A & B only	\$ <u>2,265.68</u> /per year
Facilities C & D only	\$ <u>51,226.32</u> /per year
All Facilities (A-G) (Vendor needs to provide they are capable of servicing all facilities both in equipment and manpower)	\$ <u>89,187.88</u> /per year

Additional Pricing:

The following prices will be utilized on an as-needed basis and shall include the cost of labor, equipment and material to perform the following work:

Hourly rate for Grounds Maintenance Services (3 person crew): \$ 103.00 / per hour

5.0 BID SUBMITTALS:

Bid Submittals are attached in accordance with Section 12.0 of the Special Provisions and must include the following (*Failure to provide this information may be cause for the bid to be deemed non-responsive*):

- A minimum of three (3) references for past work similar in nature, size and scope to this project. Each example must include a current contact name and phone number for the Owner's project representative as well as an accurate description of the work performed.
- Proof of Adequate Insurance.
- Bidder's Certifications in Grounds Maintenance.
- A listing of the equipment that will be used in performing the work.
- Estimated Number of personnel to be employed by the Bidder to perform the work at each facility.
- Total Number of personnel employed by the Bidder (Full Time and Part Time).

Description

Model

Length

Dixie Chopper	XG2703	(60 Inch Cut)
Dixie Chopper	LT2500	(60 Inch Cut)
Dixie Chopper	XL2001	(50 Inch Cut)
Walk Behind Gravelly	Model 1548	(50 Inch Cut)
Commercial Push Mower	Model 11-A508N731	(30 Inch Cut)
Backpack Blower (Echo)	Model 420B	
Backpack Blower (Echo)	Model 420B	
(2) Hedge Trimmers (Echo)	Model HL45C	
(5) Weed eaters (Echo)		
(2) Edgers (Echo)		
(2) Pole Saws (Echo)		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
11/21/12

PRODUCER Harbor and Associates Insurance 921 NW 13th Street Gainesville, FL 32601 Phone (352)372-4141 Fax (352)372-7909		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Ew Reshard Inc 5729 NW 27 Terr Gainesville, FL 32653- (352) 514-3672		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: UNDERWRITERS AT LLOYD'S LOND	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	HTACTF	10/27/2012	10/27/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG INCLUDE
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> Hired AUTOS <input type="checkbox"/> NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
		WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS MENU OTHER				EACH OCCURRENCE AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 JANITORIAL SERVICES & LANDSCAPING

CERTIFICATE HOLDER CORNESTONE PROPERTY SOLUTIONS OF NORTH CENTRAL FLORIDA LLC 4510 NW 6 PL # B GAINESVILLE FL 32607	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	---



EWRESHA-01

MOSA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2012

PRODUCER Automatic Data Processing Insurance Agency, Inc 1 ADP Boulevard Roseland, NJ 07068	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED E.W. Reshard, Inc. 5729 NW 27th Terrace Gainesville, FL 32653	INSURER A: Twin City Fire Insurance Company	29459
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input checked="" type="checkbox"/> Y	76WEGHO0149	4/3/2012	4/3/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Job Reference: Landscape

CERTIFICATE HOLDER

Trend management Solutions, Inc
 Attention: Amanda Armstrong
 4121 NW 37th Place, Ste B
 Gainesville, FL 32606-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Reference List

E. W. Reshard Inc

Company

Contact

Phone number

GRU	Mike Gardiner	(352) 393-1848
GRU	Richard Smith	(352)393-6601
City of Gainesville	Randy	(352-316-4697))
National Vacuum	Rick or Bobby	(352) 372-1000
Santa Fe College	Bob Wolfson	(352-395-5821)
Bankers Life Insurance	Perry Clark	(352)373-2365
Trend Management	Amanda	(352)224-1505
Santa Fe College	Shelly	(352)381-3701

E. W. Reshard Inc

ATTN: accounts Payables

Invoice

copy

Bill To:
Santa Fe College
Accounts Payable
3000 N.W. 83rd street
Gainesville Fl. 32606-6210

Invoice #: 00033
Invoice Date: 03/01/13
P.O. : Y45197
Federal Id:02-0700681
Contact#: 352-395-5237

Date	Description	Qty	Monthly	Total
	Lawn maintenance			
03/01/13	Alachua Training Center	monthly	\$745.38	\$745.38
thur	Davis Center	monthly	\$429.25	\$429.25
03/31/13	Watson Center	monthly	\$381.78	\$381.78
			Subtotal	\$1556.41
			Tax	
			Total due	\$1556.41

5729 NW 27th ter
Gainesville, Fl. 32653
Phone: 352-514-3672
Fax: 352-374-0694
E-mail: EWReshard@cox.net

CITY OF GAINESVILLE/GAINESVILLE REGIONAL UTILITIES
ADDENDUM No. 1
GROUNDS MAINTENANCE SERVICES FOR VARIOUS FACILITIES
ITB No. 2013 - 079

DATE: April 18, 2013


DUE DATE: April 29, 2013 @ 2:00 p.m.

NOTE: This addendum has been issued only to all the holders of record of the Specifications and those in attendance of mandatory pre-bid meeting at GRU Administration Building. 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.

Section Two – Bid Form, Item 4.0

For the purposes of bidding contractors are to include the cost of performing grounds maintenance services for Kelly Generating Station and the Fleet Garage Building located south and west of the administration building under item G (GRU Administration Building) pricing.

Similarly, contractors should include Kelly Generating Station and the Fleet Garage Building under the additional pricing where referenced (Facilities A&B and All Facilities A-G).



E. Alexander Corvetto, Analyst
Utilities Purchasing

ACKNOWLEDGEMENT:

Each Bidder shall acknowledge receipt of his Addendum No. 1 by his signature below, and shall attach a copy of this Addendum to its bid.

CERTIFICATION BY BIDDER

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

Bidder: E w Reshard Inc

By: E w Reshard

CITY OF GAINESVILLE/GAINESVILLE REGIONAL UTILITIES

ADDENDUM No. 2
GROUNDS MAINTENANCE SERVICES FOR VARIOUS FACILITIES
ITB No. 2013 - 079

DATE: April 19, 2013

DUE DATE: April 29, 2013 @ 2:00 p.m.

NOTE: This addendum has been issued only to all the holders of record of the Specifications and those in attendance of mandatory pre-bid meeting at Springhills Service Center. 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.

Exhibit F, Special Instructions, Springhills Service Center

Services performed around Springhills Administration Building are to be completed outside normal working hours. Services performed in any other areas can be performed at any time.



E. Alexander Corvetto, Analyst
Utilities Purchasing

ACKNOWLEDGEMENT:

Each Bidder shall acknowledge receipt of his Addendum No. 2 by his signature below, and shall attach a copy of this Addendum to its bid.

CERTIFICATION BY BIDDER

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

Bidder: B W Reshard Inc

By: E. Alexander Reshard



Department of Environmental Protection

2600 Blair Stone Road, M.S. 3570
Tallahassee, Florida 32399-2400



Congratulations on successfully completing the Florida Green Industries Best Management Practices Training Program. We greatly appreciate your participation in and successful completion of this course. We hope that it has helped you to better understand Florida's nonpoint source pollution problems and the importance of proper design, construction, irrigation, fertilization, pest control, and maintenance of lawns and landscapes, in order to assure minimal adverse environmental effects while achieving customer expectations.

Attached you will find your numbered certificate and wallet card. If there are any errors in the certificate or card, or if we can be of further assistance, please contact the GI-BMP Office of the Florida-Friendly Landscaping™ Program at (352) 392-1831 ext. 243, email: gi.bmp@ifas.ufl.edu. Visit us on the web at http://fyn.ifas.ufl.edu/ffl_state_office.htm.

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Errol Reshard
E W Reshard Inc
5729 NW 27th Ter
Gainesville, FL 32653

Errol Reshard

~~GV10624-1~~
Certificate #

~~GV10624~~
Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM



Certificate of Training Best Management Practices Florida Green Industries

~~GV10624-1~~
Certificate #

~~GV10624~~
Trainee ID #

The undersigned hereby acknowledges that

Errol Reshard

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

~~Donald P. Rainey~~
Issuer

~~A. Gazula~~
Instructor

~~7/8/2010~~
Date of Class

Heather Ritchie
DEP Program Administrator

Not valid without seal

Alachua County Extension Certified Landscape Maintenance Professional 2001

ERROL W. RESHARD

having successfully completed the Certification Shortcourse for Landscape Maintenance Professionals on January 30, 2001 with a Commitment to following Principles of Extension's Enviroscaping Program, applying safe maintenance practices and giving excellent customer service, is hereby awarded Landscape Maintenance Professional Certification by the Alachua County Extension Service.

Gary H. Brinen

Gary H. Brinen, Extension Agent Horticulture

1/30/2001
Date

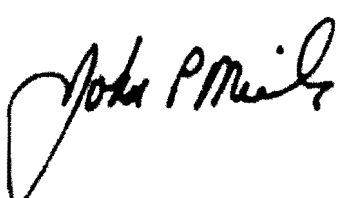




State of Florida
*Minority, Women &
Service-Disabled Veteran*
Business Certification

E W Reshard, Inc

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

 04/10/2012 to 04/10/2014

John P Miles, Secretary

*Florida Department of Management Services
Office of Supplier Diversity*



CITY OF GAINESVILLE

Customer 2013

BUSINESS TAX RECEIPT

BILLING AND COLLECTIONS OFFICE
TREASURY DIVISION OF THE FINANCE DEPARTMENT

TAX YEAR BEGINS OCTOBER 1, 2012
AND ENDS SEPTEMBER 30, 2013

bmailto:cityofgainesville.org

BUSINESS TAX NO.
32008

Please display in your
place of business

BUSINESS NAME AND MAILING ADDRESS



RESHARD, ERROL W.
E W RESHARD INC.
5729 NW 27TH TER
GAINESVILLE, FL 32653

BUSINESS LOCATION

5729 NW 27TH TER

BUSINESS PHONE

352-374-0694

BUSINESS E-MAIL

ewreshard@cox.net

Thank you for paying your business taxes for the period October 1, 2012 – September 30, 2013.

Table with 3 columns: CATEGORY, DESCRIPTION, TAX FEE. Rows include categories 1001, 1405, 6220, 6225, 6800 and summary rows for TOTAL ASSIGNED, TOTAL PAID, and AMOUNT DUE.

APPROVED MB/FINANCE DIRECTOR



646F1CD640344E7EA9289B80CE50B8CF

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

THE CITY OF GAINESVILLE DOES NOT REFUND BUSINESS TAXES PAID IN ERROR UNLESS THE ERROR IS A CLERICAL
MISTAKE MADE BY THE CITY.

If you have any questions about the Business Tax requirements or process, please email bmailto:cityofgainesville.org

If you cannot email to the address above, please call (352) 334-5024

IT IS THE BUSINESS OWNER'S RESPONSIBILITY TO REPORT ANY CHANGES IN BUSINESS INFORMATION

DURING THE YEAR TO bmailto:cityofgainesville.org OR TO WEB SITE http://eservices.cityofgainesville.org