



**ADDENDUM 1:
ITB #12-004 RESOD CITY BALL FIELDS**

To all general contract bidders of record on the Work titled:

**RESOD CITY BALL FIELDS
KEY WEST, FLORIDA**

This addendum is issued as supplemental information to the ITB # 12-004 package for clarification of certain matters of both a general and a technical nature. The referenced ITB package is hereby addended in accordance with the following items as fully as completely as if the same were fully set forth therein:

Q1: In reference to page 18 of 25 License Required & Costs General Service License or Specialty Contractor: Landscaping License and Competency Card, are the licenses required prior to submitting bid? Or, can they be obtained after award of contract?


A1: Page 23, paragraph 3, Call for Bids, indicates at the TIME OF AWARD, the successful Bidder must show satisfactory document of such State, County and City license as would be required. The only exception to this is the requirement to submit a copy of current Occupational License as listed on Page 1.

Q2: Could you please provide clarification on Item #6 on the Scope of Work for the Resod City Ball Fields Bid? Is this a maintenance plan? At what level of detail do you require? What is a monthly turf practice?

A2: This requirement is for an industry standard turf maintenance plan for recreation Celebration Bermuda turf. The CITY requires an annual plan which lists actions to be taken on a monthly basis for each field to best maintain the newly installed recreation Celebration Bermuda turf. This includes but is not limited to watering and fertilization. The monthly turf practice is the action the CITY should take during the month.

END OF ADDENDUM No. 1

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.


Signature & Name of Business





**ADDENDUM 2:
ITB #12-004 RESOD CITY BALL FIELDS**

To all general contract bidders of record on the Work titled:

**RESOD CITY BALL FIELDS
KEY WEST, FLORIDA**

This addendum is issued as supplemental information to the ITB # 12-004 package for clarification of certain matters of both a general and a technical nature. The referenced ITB package is hereby addended in accordance with the following items as fully as completely as if the same were fully set forth therein:

Issue 1. Once the sod is installed and accepted, will the CITY be responsible for watering and protection?

A1. Yes, the city will be responsible for watering and protection based on the CONTRACTOR'S recommendation for the maintenance of Celebration Bermuda Grass.

Issue 2. Mandatory Pre-Bid.

A2. A mandatory pre-bid meeting was listed in Bid Package ITB 12-004. Only the CONTRACTOR'S who physically attended the meeting and signed the meeting sign-in sheet are eligible to submit a Bid Response. (See page 3)

Issue 3. Clarification on the removal of the grass:

A3. The CONTRACTOR will load the removed turf material onto City supplied trucks. The CITY will provide sufficient equipment to eliminate lag time.

Issue 4. Award of Bid.

A4. Although a price is requested for each ball field location: (a) Clayton Sterling Complex, (b) Rosa Hernandez Field, (c) Dewitt Roberts Field, and (d) Pepe Hernandez Field. Bid will be evaluated based on the total price of the project. Unit price line items may be deleted, reduced or increased as needed by the City. The City reserves the right to modify phase scheduling as required.

Issue 5. Areas to be resoded.

A5. All fields are measured to the fence line, and all work is to be bid just to the fence with no work to be done outside of the fence. The Bid Specifications DO NOT include the bull pen; however the City of Key West would like to have the bull pens included in the bids. All bids should include everything but the home plate and pitchers mound area. All measuring will be up to the contractor, the City of Key West will not re-measure any of the fields.

Issue 6. Work hours.

A6. All of the fields except Pepe Hernandez, we will have flexibility and allow the lights on the fields until 11:00pm. Saturday and Sunday work will be permissible. CONTRACTOR will coordinate with the CITY on all work outside of the 8:00a.m. to 8:00 p.m. period.

Issue 7. Field Work Schedule.

A7. Clayton Sterling first. Rosa Hernandez second. Dewitt Roberts Third and Pepe Hernandez is last.

Issue 8. Additional Grading Requirements.

A8. Regrading of the infields will be necessary to achieve the best transition between the infield clay portion and the sodded outfield. This requirement may also reduce the need for additional topsoil. Any "lips," "bird baths," or other field surface abnormalities must be repaired. The fields must look good and work. It is the contractors' responsibility to make everything work. It is the contractor's responsibility to determine whether or not to bring in soil. It is the City of Key West responsibility to make sure that the outside of the fence does not block or restrict proper drainage of the fields.

Issue 9. What is the clay measurement?

A9. Most of the fields have 4-6" of clay. It is the CONTRACTOR'S responsible to survey, test, or evaluate the fields to determine material requirements.

Issue 10. Will the City of Key West have storage available for excess clay that maybe removed from the fields?

A10. Yes.

Issue 11. Annual Turf Management (Maintenance) Schedule.

A11. Aftercare recommendations are required for an entire year by month. The aftercare recommendations are not part of the bid package, but are required once bid is awarded.

Issue 12. Bid Process Schedule.

A12. Bid Opening 10/26/11, 11/1/11 Commission Meeting, 11/2/11 Bid will be awarded. Work commences as soon as possible o/a 11/2/11.

Issue 13. Bonds

A13. 5% Bid Bond is required, Performance and Payment Bond is not required.

Issue 14. CONTRACTOR pricing.

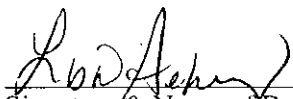
A14. 90 day pricing is changed to 30 days due to availability and length of product.

Issue 15. Soil Turned at Dewitt Roberts.

A15. In regards to whether or not Dewitt Roberts field has ever had the soil turned, the answer is no.

END OF ADDENDUM No. 2

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.


Signature & Name of Business


Earth Tech Enterprises Inc.

BID RESPONSE

The Bidder further Proposer to accept as full payment for the work Proposer herein the amounts computed under the Provisions of the Contract Documents and based on the following unit Price amounts, it being expressly understood that the unit Prices are independent of the exact quantities involved. The Bidder agrees that the unit Prices represent a measure of the labor and materials required to perform the work, including all allowances for overhead and Profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern. Unit price line items may be deleted, reduced or increased as needed by the City. The City reserves the right to modify phase scheduling as required.

<u>Item</u>	<u>Unit</u>	<u>Unit Price (Figure)</u>	<u>Unit Price (Words)</u>
1	Resod Rosa Hernandez Softball Field	\$ 58,354 -	Fifty-eight Thousand Three Hundred Fifty four
2	Resod Pepe Hernandez Softball Field	\$ 150,932 -	One hundred fifty thousand Nine Hundred Thirty two
3	Resod Clayton Sterling Baseball Complex consisting of four (4) fields	\$ 181,100 -	One hundred Eighty one Thousand one hundred
4	Resod Dewitt Roberts Softball Field	\$ 88,900 -	Eighty-eight Thousand Nine Hundred

Total price in words: Four Hundred Seventy-nine Thousand Two Hundred Eighty-Six
 PRICE FOB KEY WEST, FLORIDA \$ 479,286 -

PAYMENT TERMS: 45 days after City of Key West acceptance of work completion
 Work Complete no later than 30 November 2011.

BIDDER REPRESENTATION

I represent that this bid is submitted in compliance with all terms, conditions and specifications of the Call for Bid and that I am authorized by the owners/principals to execute and submit this proposal on behalf of the business identified below:

BUSINESS NAME: Earth Tech Enterprises Inc

STREET ADDRESS: 5425 Golden Gate Pkwy #3

CITY/STATE/ZIP: Naples, FL 34116

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Lisa Gehring

TITLE/POSITION OF AUTHORIZED REPRESENTATIVE: VP

DATE SUBMITTED: 10-24-11 TELEPHONE: 239-774-1223

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS:

COUNTY OF MONROE

I the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employee of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

BY: Low Achung

sworn and prescribed before me this 24 day of Oct, 2011

Michelle Rousseau
NOTARY PUBLIC, State of Florida

My commission expires: 3/30/2012



**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

1. This sworn statement is submitted to City of Key West
by Lisa Gehring
(print individual's name and title)
for Earth Tech Enterprises Inc.
(print name of entity submitting sworn statement)

whose business address is 5425 Golden Gate Pkwy #3 Naples FL
34116

and (if applicable) its Federal Employer Identification Number (FEIN)
is 59-3679652

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement): _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agent who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statute means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

PS Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989.

PS The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.

PS The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Lisa Gehring
(SIGNATURE)

10-24-11
(DATE)

STATE OF Florida
COUNTY OF Collier

PERSONALLY APPEARED BEFORE ME, the undersigned authority Lisa Gehring who, after first being sworn by me, (name of individual) affixed his/her signature in the space provided above on this 24 day of Oct, 2011

Michelle Rousseau
NOTARY PUBLIC

My commission expires: _____



AC# 5048607

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10072201064

DATE	BATCH NUMBER	LICENSE NBR
07/22/2010	108013770	CGC016677

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2012

GEHRING, EDWARD J
EARTH TECH ENTERPRISES INC
110 23RD AVENUE N W
NAPLES FL 34120

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW