

NOTE TO BIDDER: Use preferably BLACK ink for completing this Bid form.

BID FORM

To: The City of Key West

Address: 3126 Flagler Ave, Key West, Florida 33040

Project Title: Caroline Street Improvements

City of Key West Project No.: (ITB 15-007)

Bidder's contact for additional information on this Bid:

Company Name: CHARLEY TOPPINO & SONS, INC.

Contact Name: RONALD J. ARMSTRONG

Telephone: 305 296-5606

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the Work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

The Bidder further agrees, as evidenced by signing the Bid, that if awarded a Contract, the Florida Trench Safety Act and applicable trench safety standards will be complied with.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of construction and do the Work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the Work under this Contract, the certificates of insurance as specified in these Documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Final Completion within 270 calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$500 per day for each day that expires after the time specified for final completion.

Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda Nos. 1, 2, 3, , , (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated Bid Prices for the Work. Cash allowances DO NOT include any sales and use tax. Equipment allowance includes taxes as shown in Equipment Suppliers' Bid.

PUBLIC ENTITY CRIMES

"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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in

Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

LUMP SUM WORK

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents. For lump sum bid items, it is expressly understood that the amounts are independent of the exact quantities involved. The Bidder agrees that the amounts for lump sum work represent a true measure of labor and materials required to perform the work, including all allowances for overhead and profit for each type 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.

UNFORSEEN CONDITION AND CONTINGENCY ALLOWANCE

Bidder further agrees that the amount shown is an estimated amount to be included in the Total Base Bid for unforeseen conditions and conflicts. Bidder further acknowledges that payment will be based on actual costs as determined in conformance with the Contract Documents and/or unit prices provided in the Bid Form and as authorized by Change Order. The Owner will negotiate with the Contractor how each allowance will be spent prior to performing the work.

KEYS ENERGY ALLOWANCE

Bidder further agrees that the amount shown is an estimated amount to be included in the Total Base Bid for cost associated with KEYS Energy service and impact fees. Bidder further acknowledges that payment will be based on actual costs as determined by KEYS Energy Service.

PERMIT ALLOWANCE

Bidder further agrees tht the amount shown is an estimated amount to be included in the Total Base Bid for the Permit required by the City of Key West and any Regulatory Agency Permit(s). Bidder acknowledges that payment will be based on actual cost for the permit(s).

Unforeseen Conditions Contingency Allowance	\$ 250,000.00
Building Permit Allowance	\$ 10,000.00
Keys Energy Service Allowance	\$ 15,000.00

BID SCHEDULE OF VALUES

Item No.	Description	Lump Sum Price
1	Bonds	\$25,000.00

2	Mobilization/Field/Envir/Constr	\$365,500.00
3	Trench Excavation, Backfill, and Storm Pipe	\$381,538.00
4	Pavement Reconstruction	\$353,900.00
5	Temporary Striping - 20 Mils	\$8,500.00
6	Final Striping - 70 Mils Thermoplastic	\$10,680.00
7	Concrete	\$264,360.00
8	Catch Basins and Inlets	\$147,160.00
9	Removal and Disposal of Existing Structures	\$20,350.00
10	Storm Manhole	\$80,800.00
11	Adjustments and Connections	\$61,000.00
12	Triple Chamber Baffle Box	\$57,800.00
13	Abandon Existing Storm Pipe	\$2,500.00
14	Brick Pavers	\$222,048.00
15	Sanitary Sewer Service Removal and Replacement	\$41,000.00
16	Tideflex Valve	\$48,900.00
17	Florida Trench Safety Act Compliance	\$47,880.00
18	Dewatering	\$50,000.00
19	Landscaping	\$73,000.00
20	Site Lighting	\$210,380.00

Total of Bid Breakdown Prices \$ 2,472,296.00

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The Bidder agrees to accept as full payment for the Work proposed under this Project, as herein specified and as shown on the Drawings, the following Total Base Bid amount:

TWO MILLION, FOUR HUNDRED SEVENTY TWO THOUSAND, TWO HUNDRED NINETY SIX

_____ Dollars
(Amount written in words has precedence)

And ZERO Cents

TOTAL BID (Base + Allowance) \$ 2,747,296.00

ADD ALTERNATE – Parking Lot

1. Furnish materials, labor, and equipment to construct a transit bus parking lot adjacent to the City parking garage at 922 Caroline Street as shown in the drawings.

\$ 178,700.00 Lump Sum

DEDUCTIVE ALTERNATE

1. Furnish materials, labor, and equipment to construct raised asphalt intersections in lieu of brick pavers on concrete.

Lump Sum for three (3) intersections \$ 128,000.00

UNIT PRICE ITEMS

The following unit prices are provided to support unforeseen conditions and contingency allowance use:

1. Removal and offsite disposal of unsuitable soils: \$ 65.00 per CY
2. Removal, temporary stockpile, and offsite disposal of petroleum impacted soil:
\$ 78.00 per TON
3. Cutting and capping out of service fuel line if in conflict with storm or sanitary sewer: \$ 3,000.00 EACH
4. Soft digs – utility locates: \$ 700.00 EACH
5. Salvage Brick from base/subgrade and transport \$ 45.00 per SY
to City property on Fleming Key (Base quantity 600 SY)

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the Work in the event that the Bidder is awarded the Contract:

Community Asphalt
Name
14005 NW 186th St Hialeah FL 33018
Street City State Zip

Nearshore Electric, Inc
Name
5680 1st St #5 Key West FL 33040
Street City State Zip

Bella Const
Name
35 Diamond Dr Key West FL 33040
Street City State Zip

Power Dave
Name
P.O. Box 420774 Summerland Key FL 33042
Street City State Zip

Surety

Hanover Ins whose address is
440 Lincoln St Worcester, MA 01653
Street City State Zip

Bidder

The name of the Bidder submitting this Bid is CHARLEY TOPPINO & SONS, INC.

_____ doing business at

P.O. BOX 787	KEY WEST	FL	33041
Street	City	State	Zip

which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

FRANK P. TOPPINO	PRESIDENT
EDWARD TOPPINO, SR	TREASURER
DANIEL P. TOPPINO	ASSISTANT SECRETARY

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this ____ day of _____ 20__.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this JUNE 22 day of 20 15.

(SEAL)

CHARLEY TOPPINO & SONS, INC.

Name of Corporation

By:

Frank P. Jachino

Title:

PRESIDENT

Attest:

[Signature]

Secretary

END OF SECTION