

BID FORM

KWRU 6" Interconnecting Forcemain

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

KW Resort Utilities Corp.
6630 Front Street
Key West, Florida 33040

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>10/16/19</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions (if any) at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and

observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1.00	General				
1.01	Mobilization	LS	1	\$18,995.00	\$18,995.00
1.02	Bonds, Insurance, Taxes, etc.	LS	1	\$7,500.00	\$7,500.00
2.00	6” Interconnecting FM				
2.01	Erosion Control (BMPs)	LS	1	\$8,600.00	\$8,600.00
2.02	Maintenance of Traffic	LS	1	\$20,100.00	\$20,100.00
2.03	6” SDR 26 or C900 Pressure Class pipe	LS	±600	\$96.00	\$57,600.00
2.04	6” Valves, Valve box, Collar, etc..	EA	2	\$2,450.00	\$4,900.00
2.05	6” Hot Tap w/ Tapping Sleeve	EA	1	\$9,800.00	\$9,800.00
2.06	4” Hot Tap w/ Tapping Sleeve	EA	1	\$10,500.00	\$10,500.00
2.07	Restoration Work, including asphalt, sod, stone etc..	LS	1	\$39,000.00	\$39,000.00
2.08	As-Built Survey by FL Licensed Surveyor	LS	1	\$9,000.00	\$9,000.00
Total of All Unit Price Bid Items					\$ 185,995.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Unit Price Bids = Total Bid Price \$ 185,995.00

One Hundred Eighty Five Thousand Nine Hundred Ninety-five Dollars

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 30 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the

General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 60 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. List of Proposed Subcontractors;
- B. List of Project References;
- C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- D. Contractor's License No.: CGC1518488 ;
- E. Required Bidder Qualification Statement with supporting data

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Charley Toppino & Sons, Inc

By:

[Signature]



[Printed name]

John Toppino

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Daniel Toppino

Title:

Secretary

Submittal Date:

10/18/19

Address for giving notices:

PO Box 787, Key West, FL 33041

Telephone Number: 305-296-5606

Fax Number: 305-296-5189

Contact Name and e-mail address: Andrew Toppino AToppino@charleytoppino.com

Bidder's License No.: CGC1518488
(where applicable)



KW Resort Utilities Corp.

ADDENDUM NO. 1

Issue Date: *October 16, 2019*

Project Name: *KWRU 6" Interconnecting Forcemain*

Notice to All Bidders:

The following information contained within this addendum is part of the contract documents and is binding. Any clarifications, additional information, and changes in scope presented in this addendum shall amend, where noted, previous parts or requirements of the bid documents which are dated prior to the issuance of this addendum.

Prospective Bidders shall acknowledge this addendum by including a signed copy of this page with their bid packages in order to be considered responsive and responsible.

Issued By:

Steve Suggs P.E. (Project Manager)

Name

PROOF OF RECEIPT

Recipient Signature:

Print Name:

Company:

Date:

John Toppo
Charley Toppo & Sons, Inc
10/18/19