#### **PROPOSAL**

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

To:

The City of Key West

Address:

1300 White St, Key West, Florida 33040

Project Title:

**REST BEACH STABILIZATION** 

Bidder's contact person for additional information on this Proposal:

Company Name: CHARLEY TOPPINO & SONS, INC

Contact Name & Telephone #: ANDREW TOPPINO, 305-296-5606

Email Address: ATOPPINO@CHARLEYTOPPINO.COM

#### BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal 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 Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

#### **CONTRACT EXECUTION AND BONDS**

The Bidder agrees that if this Proposal 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 examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Proposal, 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 TIME

The Bidder further agrees to begin work within 14 calendar days after the date of the initial Notice to Proceed and to complete the project, in all respects within 150 calendar days.

## LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$500.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

# **ADDENDA**

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2,

(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 Proposal(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.

#### **LUMP SUM ITEMS**

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts. The Bidder agrees that the lump sum represents a true 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.

BASE BID \$ 1,012,327.00

TOTAL LUMP SUM BID:

\$ One Million Twelve Thousand Three Hundred Twenty Seven Dollars & Zero Cents

amount written in words

#### REVISED PAGE 17 OF PROPOSAL FORM

# PROPOSAL (continued)

BASE BID ADDITIVE ALTERNATES (See Part 6, Para. 1.1.1 for more detail) \$ 150,228.00 Add Alternate #1: Furnish and install EZ-95 ASTM A690 Grade 50 sheetpile. Add Alternate #2: Coating all steel sheets w/ a 16 mil coal tar epoxy coating. \$ 66,814.55 Add Alternate #3: Furnish and install steel sheetpile points to all sheets. \$ 76,330.50 BASE BID DEDUCTIVE ALTERNATE (See Addendum 2, response to questions 2 through 5 for more detail) **Deductive Alternate #1:** Furnish and install alternate sheetpile. Alternate sheetpile type/product specifications: NOTE: OWNER HAS RIGHT TO ACCEPT OR REJECT ANY, ALL OR NO BID ALTERNATE ITEMS. THE TOTAL OF BASE BID PLUS THE SUM OF OWNER SELECTED BID ALTERNATES WILL BE BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD. The Bidder shall submit a Schedule of Values with the Proposal, Schedule of Values shall be broken down by bid items listed in PART 8 of the PROJECT MANUAL and will be used as a basis for payment. Contractor is responsible for providing a dollar amount for each item listed on the Schedule of Values and that total shall match the amount on the Proposal Lump Sum. The Bidder will be considered non-responsive if Schedule of Values is not complete and or not included in Bid Package. Payment for subcontractors, materials and equipment authorized by the Owner in a written Change Order but not listed in the above Proposal will be provided at the supplier's invoice plus 10 %. List items to be performed by CONTRACTOR's own forces and the estimated percent of the Total Lump Sum Base Bid and any Additive Alternates. 10% Demolition/ Site Clearing Concrete Sidewalks 4% Site Restoration 5%

# **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:

American Empire Builders				
Name		600/		
Sheetpiles, Steelwork		60%		
Trade		Percent of Tota	ll Base Bid	
7476 NW 8th St	, <u>Miami</u>	<u>, FL</u>	, 33126	
Street	City	State	Zip	
Island Fence				
Name		2.50/		
Fencing		2.5%		
Trade		Percent of Total Base Bid		
1109 17th Terrance	, Key West	,_FL	, 33040	
Street	City	State	Zip	
Blue Native of the Florida Keys				
Name		4%		
Landscaping				
Trade		Percent of Tota		
197 Industrial Rd	Big Pine Key	, <u>F</u> L	305-872-4050	
Street	City	State	Zip	
Name				
Trade		Percent of Tota	l Base Bid	
Street	City	State	Zip	
Name			*	
Trade		Percent of Tota	l Base Bid	
Street	City	State	Zip	

SUREII			
TRAVELERS CASUALTY AND SUF	RETY COMPANY OF A	AMERICA	_whose address is
ONE TOWER SQUARE	HARTFORD	CT	06183
Street	City	State	Zip
BIDDER			
The name of the Bidder submitting this I	Proposal is		
CHARLEY TOPPINO & SONS, INC			doing business at
PO BOX 787	, KEY WEST	, FL	33041
Street	City	State	Zip
The names of the principal officers of the or of all persons interested in this Propos FRANK TOPPINO		lows:	or of the partnership
	DANIEL I	OFFINO	
EDWARD TOPPINO		3	
RICHARD TOPPINO			
	= A M		

# If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set hi	s (its) hand this	day of	20
Signature of Bidder	<del></del>		
Title			
<u>If Co</u>	orporation .		
IN WITNESS WHEREOF the undersigned corp its seal affixed by its duly authorized officers th	poration has caused is <u>14</u> day of	this instrument to	be executed and 20 <b>18</b>
(SEAL)			
CHARLEY TOPPINO & SONS, INC			
Name of Corporation	Di Jacob	O. Dosar	LO
	ти <b>Б</b>	O. Joseph	
	Title	080	
	Attes		ر.
Sworn and subscribed before this24	day of	Mary, 20	18
NOTARY PUBLIC, State of Multiple	Libada, at La	ırge	
My Commission Expires:		ANOLIA EL	LADBADA
Page	20	MICHAEL State of Florida Commission My Commis June 19	a-Notary Public # GG 116317 sion Expires