

BID FORM

**US HWY 98 LANDSCAPE RESTORATION
PROJECT # 50112869**

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: **City of Mexico Beach City Hall Clerk’s Office
201 Paradise Path / P. O. Box 13425
Mexico Beach, FL 32410**

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 90 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>
_____	_____
_____	_____
_____	_____
_____	_____

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 reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site.

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):

BASE BID					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID PRICE
GENERAL					
1	MOBILIZATION (10% OF BID MAX)	1	LS		
2	BONDS AND INSURANCE (2% OF BID MAX)	1	LS		
3	TESTING	1	LS		
4	MAINTENANCE OF TRAFFIC	1	LS		
CONSTRUCTION					
5	SOUTHERN RED CEDAR (15 GALLON)	96	EA		
6	CHAPMAN'S LIVE OAK (7 GALLON)	90	EA		
7	CHAPMAN'S LIVE OAK (15 GALLON)	44	EA		
8	SAND LIVE OAK (30 GALLON)	157	EA		
9	MYRTLE OAK (15 GALLON)	95	EA		
10	SABAL PALMETTO (14' CLEAR TRUNK)	95	EA		
11	SCRUB MINT (1 GALLON)	564	EA		
12	SEA MYRTLE (3 GALLON)	84	EA		
13	YAUPON HOLLY (3 GALLON 90% FEMALE PLANTS)	164	EA		
14	DWARF WAX MYRTLE (3 GALLON)	209	EA		
15	SAW PALMETTO (3 GALLON)	360	EA		
16	ADAM'S NEEDLE YUCCA (3 GALLON)	151	EA		
17	COONTIE (7 GALLON)	54	EA		
18	BLANKET FLOWER (FULL GALLONS)	371	EA		
19	BEACH MORNING GLORY (FULL GALLONS)	713	EA		
20	RAILROAD VINE (FULL GALLONS)	340	EA		

21	BEACH ELDER (FULL GALLONS)	273	EA		
22	BITTER PANIC GRASS LINERS (75% LINERS)	17,487	EA		
23	BITTER PANIC GRASS - 1-GALLON (25% FULL GALLONS)	5,829	EA		
24	SEA PURSLANE (FULL GALLONS)	204	EA		
25	SEA OATS LINERS (40% LINERS)	4,570	EA		
26	SEA OATS 1-GALLON (35% FULL GALLONS)	3,998	EA		
27	SEA OATS 3-GALLON (25% 3 GALLONS)	2,857	EA		
28	SEASHORE PASPALUM GRASS	33,004	SF		
29	TEMPORARY IRRIGATION SYSTEM	1	LS		
30	SLOW-RELEASE FERTILIZER (16+11+10+2MGO+TE) (PER MANUFACTURES APPLICATION RATE)	1	LS		
31	SOIL AMENDMENT (IN-STU-SOILS + STOCKOSORB HYDRO GEL) (PER MANUFACTURES APPLICATION RATE)	1	LS		
32	TREE STAKING	157	EA		
33	PALM STAKING	95	EA		
34	PALM FERTILIZER (8-2-12) (PER MANUFACTURES APPLICATION RATE)	1	LS		
35	TWO-YEAR MAINTENANCE PERIOD (FDOT REQUIRED 100% SURVIVAL FOR ALL PLANTING)	1	LS		
TOTAL BASE BID PRICE					
36	CONTINGENCY ALLOWANCE (10% OF TOTAL BASE BID PRICE) *See Note	1	LS		

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.

*Note regarding Line Item 36 (Contingency Allowance): Contingency allowance may be used to cover additional scope of work (or changes) due to unforeseen field conditions or conflicts encountered during construction. Payments shall be made on actual invoices to Contractor and any scope of work to be allowed under Contingency Allowance shall be submitted and approved through the Change Order process. Any unused balance for contingency allowance will be removed from project contract amount at substantial completion.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 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. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. This item has been intentionally left blank;
 - D. This item has been intentionally left blank;
 - E. Evidence of authority to do business in the state or jurisdiction of the Project; or a written covenant to obtain such license within the time frame for acceptance of Bids;
 - F. Contractor's License No.: _____;
 - G. This item has been intentionally left blank;
 - H. Copies of Addenda

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]*

By:
[Signature] _____

[Printed name] _____
(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] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

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