



NEW PORT RICHEY

N STREET • NEW PORT RICHEY, FL 34652 • 727.853.1016

TO: Debbie L. Manns, City Manager
FROM: Joyce Haasnoot, City Clerk
CC: Robert Rivera, Public Works Director
Susan Marshall, Sr. Administrative Assistant
DATE: October 11, 2019
RE: Bid Opening: ITB20-002 Fuel Pump Canopy Replacement

Bids for ITB20-002 Fuel Pump Canopy Replacement were received by 2:00 p.m. on Thursday, October 10, 2019. The bid opening took place on Friday, October 11, 2019 at 2:00 p.m. in City Hall Council Chambers.

Present were Sr. Administrative Assistant Susan Marshall, Construction Project Manager Adam Jessen and Deputy City Clerk Joyce Haasnoot.

Bids were announced and opened from the following entities:

BIDDERS	BID
Sarlo South LLC	\$197,000

The apparent low bidder was Sarlo South, LLC with a bid of \$197,000. The bid opening concluded at 2:02 p.m.

SECTION 00400
BID FORM

PROJECT ID: 2019-Fuel Canopy Replacement
City of New Port Richey

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to: City of New Port Richey
City Clerk's Office
5919 Main Street
New Port Richey, Florida 34652
Bid Number: 20-002
- 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 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.02 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 120 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, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>N/A</u>	<u>N/A</u>
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Bidder is familiar with and is satisfied 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 at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; 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 the 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, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) 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 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 of the Work for which this Bid is submitted.
- J. Bidder certifies Bidder's authority and qualification to do business in the state where the Project is located, that the Bidder is a state-certified Contractor in good standing and holds current registration with the Florida Construction Industry Licensing Board of the Florida Department of Professional Regulation, that the type of license is in a class that authorizes the Bidder to perform the general nature of the construction to be performed on this project, and that the Bidder's State Contractor's license number for the state of the project is shown on the Bid form.

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 ITEMS

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description of Items With Price Bid in Words</u>	<u>Unit Price In Figures</u>	<u>Amount In Figures</u>
1	LS	Mobilization/Demobilization <i>Fifteen Thousand Dollars and 00 cents</i> Lump Sum Written		<i>\$15,000.00</i>
2	LS	Engineered Construction Drawings		

Seven-Thousand Dollars and ⁰⁰/₁₀₀ cents \$ 7,000.00
Lump Sum Written

3 LS **Removal of Existing Canopy Structure**

thirty-Thousand Dollars and ⁰⁰/₁₀₀ cents \$ 30,000.00
Lump Sum Written

4 LS **F&I New Canopy Structure**

One-Hundred-Thirty-Thousand Dollars and ⁰⁰/₁₀₀ cents \$ 130,000.00
Lump Sum Written

5 LS **Paint and Coating**

Ten-Thousand Dollars and ⁰⁰/₁₀₀ cents \$ 10,000.00
Lump Sum Written

6 LS **Allowance for Extra Work Authorized by Owner**

Five-Thousand Dollars and ⁰⁰/₁₀₀ cents \$ 5,000.00
Lump Sum Written

TOTAL PROJECT BASE BID:

\$ 197,000.00
(Amount Written In Figures)

One-Hundred-Ninety-Seven Thousand dollars and ⁰⁰/₁₀₀ cents
(Amount Written In Words)

Unit prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that 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 provided, determined as provided in the Contract Documents.

NOTE: Pre-Construction Video and Project Sign shall be included in mobilization costs. Contractor shall obtain demolition and building permits from the City's building department. A demolition plan and maintenance of traffic plan shall be submitted and approved prior to work beginning.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within **90** calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **120** calendar days after the date when the Contract Times commence to run.
- 6.01 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 part of this Bid:

- A (5%) Bid security in the form of a certified check or Bid Bond (Section 00430).
- ~~B~~ Tabulation of Subcontractors and Suppliers (Section 00431).
- 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.: 1262551.
- E Florida Trench Safety Act Certification (Section 00440).
- F Construction Contractor's Qualification Statement for Engineered Construction (Section 00450).
- G Sworn Statement under Section 287.133(3)(A), Florida Statutes, on Public Entity Crimes (Section 00451).
- ~~H~~ Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion, Last Three (3) Years (Section 00452).
- ~~I~~ Noncollusion Affidavit (Section 00453).
- J Drug-Free Workplace Certificate (Section 00454).
- K Contractor's Code of Conduct Form (Section 00455).

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

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Sarto South LLC (SEAL)

State of Incorporation: Florida
Type (General Business, Professional, Service, Limited Liability): LLC

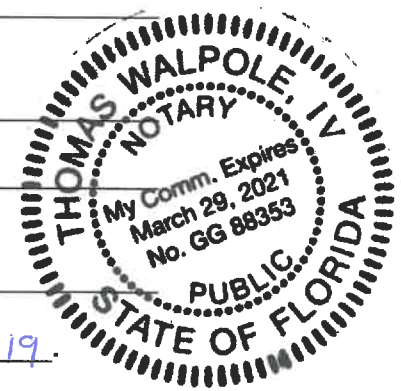
By: [Signature]
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Samuel Sarto

Title: President
(CORPORATE SEAL)

Attest [Signature]

Date of Qualification to do business in Florida is 10 / 09 / 19.



A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 2 Beagle Lake Road

Naples, FL 34114

Phone No. 856-298-2752 Fax No. _____

E-mail Samsarta@Sartocorp.com

SUBMITTED on October 10, 2019.

State Contractor License No. CBC1262551

SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
(Print or Type Name of Firm)

- ◆ Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- ◆ Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-use violations.
- ◆ Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.
- ◆ Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- ◆ Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- ◆ Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."



Authorized Signature

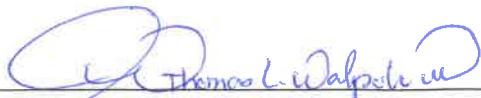
10/9/2019
Date Signed

State of: Florida

County of: Collier

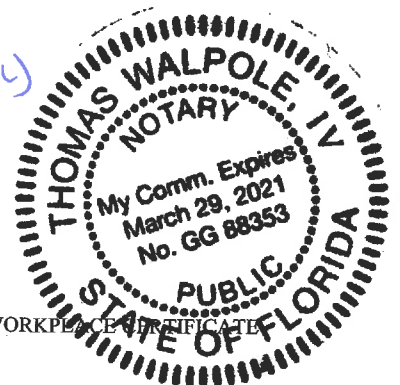
Sworn to and subscribed before me this 9th day of October, 2019

Personally known ___ or Produced Identification SEA0-780-93-047-0 (FDL)
(Specify Type of Identification)



Signature of Notary

My Commission Expires March 29, 2021



SECTION 00431
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

<u>SUBCONTRACTOR OR SUPPLIER AND ADDRESS</u>	<u>CLASS OF WORK OR MATERIAL</u>
(1) <u>McGee Corporation</u> <u>12701 E. Independence Blvd., Matthews, NC 28105</u>	<u>Metal Supplier, Engineering</u>
(2) <u>TFC Canopy</u> <u>1107 N. Taylor Rd, Garrett, IN 46738</u>	<u>Metal supplier</u>
(3) _____	_____
(4) _____	_____
(5) _____	_____
(6) _____	_____
(7) _____	_____

BIDDER: Sarto South L.L.C
 By: Samuel Sarto
 Name: Samuel Sarto
 Title: President
 Date: 10/3/19

SECTION 00452
 BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
 ARBITRATION, AND SURETY COMPLETION
 LAST THREE (3) YEARS

<u>PROJECT</u>	<u>NAME AND ADDRESS OF OWNER OR ENGINEER</u>	<u>NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE</u>	<u>DATE OF CONTRACT</u>	<u>AMOUNT</u>	<u>STATUS</u>
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N/A

(Signed) 

Samuel Sarlo, President
 Sarlo South LLC
 BIDDER'S STATEMENT

SECTION 00453

NONCOLLUSION AFFIDAVIT

TO: The City of New Port Richey, herein called the "Owner."

Pursuant to bidding requirements for the work titled "2019-Fuel Pump
Canopy Replacement,"
the enclosed contract documents shall be provided to the Owner.

State of Florida

County of Pasco


Samuel Sarla, being first duly
(Officer's Name)

sworn, deposes, and says that:

- A. He\She is President (officer's title)
of Sarla South LLC (company name),
the Bidder that has submitted the attached bid;
- B. He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- C. Such bid is genuine and is not a collusive or sham bid;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner or any person interested in the proposed contract; and


E. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)



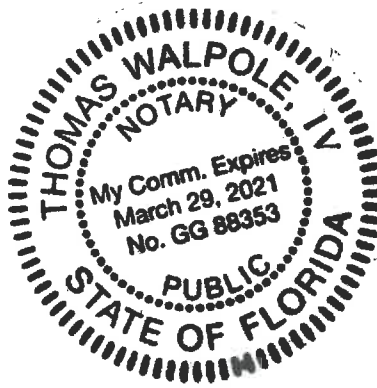
Samuel Sarlo, President Sarlo
South LLC

Subscribed and sworn to before me
this 9th day of October, 20 19



Notary Public

My commission expires March 29, 2021



THOMAS WALPOLE IV	CH29610695
239-732-3632	Z6235-010
Wells Fargo Bank, N.A.	COID 287
EAGLE CREEK	AU 66649

SECTION 00455

**CONTRACTOR'S CODE OF CONDUCT
FORM**

Contractors Code of Conduct

- **Courtesy and Respect**: It is critical that all contractors and their employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all.
- **Language and Behavior**: Contractors and their employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on City property are not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs**: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by any contractor or contractor's employee is prohibited. Offenders will be removed from job site and/or reported to the Police Department.
- **Smoking**: Contractors and their employees are not permitted to smoke in or near any of the City Buildings.
- **Fraternization**: Contractors and their employees may not fraternize or socialize with City employees.
- **Appearance**: Contractors and their employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on City property. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. The City has the right to decide if such clothing is inappropriate.
- **Reporting**: The contractor is required to report any matter involving a violation of these rules of conduct to City. Any matter involving health or safety, including any altercations, should be reported to the City immediately.

The contractor is responsible for his/her employees, agents, consultants and guests. If prohibited conduct does occur, the contractor will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from the project site and prohibited actions could result in the termination of any contract or agreement with the City.

Signature Date

Title

Samuel Sarto 10/3/19
(Samuel Sarto, President, Sarto South LLC)

END OF SECTION