

**SECTION 00100
INSTRUCTIONS TO BIDDER**

1.01 SEALED PROPOSALS

Sealed proposals for furnishing all transportation, labor, materials and equipment, and performing all operations required for the construction and completion of the work described and shown in the Contract Documents will be received at the time and place designated in the Request for Bids.

1.02 DEFINITION OF TERMS

The intent and meaning of the following terms or their pronouns shall be as follows:

OWNER: THE GRANDE ON SAND KEY OWNER'S ASSOCIATION INC.
1180 GULF BLVD
Clearwater Beach, FL 33767

MAILING ADDRESS:
1180 GULF BLVD
Clearwater Beach, FL 33767

ENGINEER: NV5
12467 Telecom Drive
Tampa, FL 33637

1.03 PROPOSAL

The Bidder shall submit his proposal on the "Proposal/Schedule of Bids Items" forms, or an exact copy of the forms, furnished in these documents. All blank spaces shall be filled in correctly for each item and for every item for which a bid is rendered. The bid prices shall be typewritten or written in ink. Should the Bidder want to clarify, explain, or otherwise mention his proposal, he may do so in writing on his letterhead, and attach it to his proposal. Any proposal not made on the forms contained herein shall be rejected.

1.04 SIGNATURE ON PROPOSAL

The Bidder shall sign his proposal correctly. If the proposal is made by an individual, his name and post office address shall be shown. If made by a firm or partnership,

the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the State under the laws of which the corporation was chartered and also show the names and business addresses of its President, Secretary and Treasurer. The proposal shall bear the seal of the corporation attested by the Secretary. Anyone signing the proposal as agent shall file with the proposal legal evidence of this authority to do so.

1.05 FAMILIARITY WITH LAWS

The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances and rules and regulations that in any manner affect the work. Failure of Bidder to familiarize himself with applicable laws will in no way relieve him from responsibility.

1.06 EXAMINATION OF PLANS, SPECIFICATIONS AND SITE WORK

Every Bidder is required to inform himself of the existing conditions and other relevant matters under which the work is to be performed. By his signature on the submission of this proposal, the Bidder certifies and agrees that he has investigated all conditions and factors to his own satisfaction. The Bidder, if awarded the contract, shall not be allowed any extra compensation due to the conditions and other relevant matters that the Bidder should have fully informed himself of prior to the bid opening.

The Bidder, by and through the submission of his proposal, agrees that he has examined the site and the location of the proposed work and has satisfied himself from his own personal knowledge and experience or from independently sought professional advice, as to the character and location of the site, the nature of the ground, surface and subsurface, the water elevations, the location of the buried utilities, any obstructions, debris, the nature of any existing construction, all other physical characteristics of the job, and any other conditions surrounding and affecting the work, and has included in the unit prices which he has bid all costs pertaining to the work and thereby provide for the satisfactory completion thereof.

Any records of contours, obstructions and other subsurface investigations shown on the Construction Plans or included in the Contract Documents were made solely for design purposes and the Owner and his Engineer do not warrant, guarantee or represent that said data is correct with respect to actual subsurface conditions; therefore, the Bidder, by and through the submission of his proposal, affirms that he has made, or has caused to be made, his own test holes or other investigations of

such subsurface conditions, or that he has otherwise satisfied himself with respect to such condition; and, should the Bidder be awarded the Contract, he agrees that he will make no claims against the Owner or his Engineer if, in carrying out the work, he finds that the actual conditions do not conform to those indicated.

1.07 INTERPRETATION OF CONTRACT DOCUMENTS

No interpretation of the meaning or requirements of the plans, specifications, or other Contract Documents shall be given to any bidder orally. Requests for such information shall be **in writing via email** and addressed to **Jose.Cuarta@nv5.com** and **Adam.Bondi@nv5.com**. To be considered, requests must be received **at least five (5) days** prior to the date fixed for the receipt of proposals. Any, and all such interpretations will be in the form of written addenda and will be mailed to **all prospective Bidders** no later than **three (3) days prior** to the date fixed for the receipt of the proposals. Failure of any Bidder to receive such addenda shall not relieve him from any obligation under his proposal, as submitted. All addenda, so issued, shall become part of the Contract Documents.

1.08 QUALIFICATIONS OF BIDDER

The Contract will be awarded only to responsible Contractors qualified by experience to do the specified work. The Bidder shall submit, with his bid, satisfactory evidence of his experience in similar work and that he is fully prepared with the necessary organization, capital, equipment and machinery to complete the work to the satisfaction of the Owner within the time limit stated in the proposal.

1.09 DISQUALIFICATION OF BIDDER

More than one bid from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that a Bidder has a financial interest in more than one proposal for the same work will cause the rejection of all proposals in which such Bidder or Bidders are believed to have an interest. Any or all proposals will be rejected if there is reason to believe that collusion exists among the Bidders, and no participants in such collusion will be considered in future proposals for the same work. Proposals in which prices are obviously unbalanced will be rejected.

1.10 AWARD OF CONTRACT

The award of the Contract, if it is awarded, will be to the lowest responsible Bidder whose proposal shall comply with the requirements of these Contract Documents and whose qualifications indicate the award will be to the best interest of the Owner. Time is the essence of this project and the time limits set in the proposal will be accorded weight by the Owner, in the determination of the best proposal. In no case will the award be made until all necessary investigations have been made into the responsibility of the low Bidder, and the Owner is satisfied that the Bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the provision of the Contract to the satisfaction of the Owner within the time specified. The Owner will send a Notice of Acceptance to the Successful Bidder.

1.11 EXECUTION OF CONTRACT

Immediately following the acceptance of a proposal by the Owner, the Owner will prepare a formal Contract to be executed by the parties, which contract will be in substance the same as the form of agreement which is bound herein.

1.12 ALTERNATIVE BIDS

The proposal may also contain additive alternative bid items and deductive alternative bid items. All such items must be bid. These bid items are not included in the total Base Bid. Whether or not an additive alternative or deductive alternative bid is utilized will be at the Owner's sole discretion. The low bidder for purposes of award, shall be the responsible bidder offering the low aggregate amount for the Base Bid and any Owner selected alternative bids.

1.13 TECHNICAL SPECIFICATIONS

All work on this contract shall be governed by the applicable provisions of the Pinellas County construction manuals, ordinances and codes, current editions, and Florida Statutes. In the event any item of work is not addressed in the Pinellas County construction manuals, ordinances and codes, and Florida statutes, then the applicable provisions of the Florida Department of Transportation Standards Specifications for Road and Bridge Construction, current edition, and supplements thereto shall apply, except as otherwise specifically approved by the Owner and/or Pinellas County.

The following are incorporated herein by reference:

1. Pinellas County Stormwater Manual, April 2023, 2024
2. Pinellas County Community Development Code, Chapter 51, Flood Damage Prevention Ordinance
3. Pinellas County Local Technical Amendment Florida Building Code 8th Edition 2023
4. American Society of Civil Engineers, Flood Resistant Design and Construction, ASCE 24-14
5. City of Clearwater