



CITY COMMISSION - CITY OF WILDWOOD

Mayor/Commissioner – Ed Wolf – Seat 1

Mayor Pro Tem/Commissioner – Pamala Harrison-Bivins – Seat 2

Joe Elliott – Seat 3

Marcos Flores – Seat 4

Julian Green – Seat 5

Jason McHugh – City Manager

Agenda

Special Meeting

January 6, 2025 9:00 AM

City Hall Commission Chamber

100 N Main Street

Persons with disabilities or language barriers needing assistance to participate in any of these proceedings should contact the City Clerk's Department, ADA Coordinator, at 352-330-1330, Ext. 103, forty-eight (48) hours in advance of the meeting.

F.S.S. 286.0105 - If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City of Wildwood DOES NOT provide this verbatim record.

1. Call to Order

2. Consent Agenda/Informational Items

(A consent agenda may be presented by the Mayor at the beginning of a meeting. Items may be removed from the consent agenda at the request of any one Commissioner. Items not removed may be adopted by general consent without debate. Removed items may be either taken up immediately after the consent agenda or placed later on the agenda at the discretion of the Commission.)

3. Presentations and/or Proclamations

4. Public Hearings - Timed - Legislative

5. Public Hearings - Timed - Quasi-Judicial

6. Public Forum - 4 minute time limit

7. **Ordinances First Reading Only (No Vote)**

8. **Resolutions for Approval**

9. **Financial & Contracts & Agreements**

10. **General Items for Consideration/Discussion and Other Business**

A. *MILLENNIUM PARK PHASE 1 & 2 PROJECT - RECOMMENDATION FOR
AWARD ITB #2024-30 - APPEAL TO THE CITY COMMISSION*

11. **Appointments**

12. **City Manager Reports**

13. **Other Department Reports**

14. **Commission Members Reports**

15. **City Attorney Reports**

16. **Adjournment**

Upcoming Events

January 11, 2025 - Touch-A-Truck at the Wildwood Community Center from 9am to 12pm

January 13, 2025 - City Commission Meeting at City Hall at 7pm

January 18, 2025 - Dr. Martin Luther King Jr. Celebration - Community Walk at 12pm from the Dr. Martin Luther King Jr. Community Center to the Dr. Martin Luther King Jr. Park with Celebration at the Park from 1pm to 4pm

January 6, 2025 9:00 AM

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Millennium Park Phase 1 & 2 Project - Recommendation for Award ITB #2024-30 - Appeal to the City Commission

REQUESTED ACTION: City Commission to make a determination pursuant to Sections 7 and 8 of the City of Wildwood Purchasing Policy

CONTRACT:

Vendor/Entity:

Effective Date:

Termination Date:

Managing Division/Department:

BUDGET IMPACT: Funding for the project has been allocated to account 301-572-60-6302

HISTORY/FACTS/ISSUES:

The City issued Invitation to Bid #2024-30 for the Millennium Park Phase 1 and 2 Project on August 30, 2024. Four bids were received and tabulated by the City's consulting engineer, CPH, Inc. On October 18, 2024, CPH found Carr and Collier, Inc., to be the lowest responsive, responsible, and qualified bidder and recommended the City award the project accordingly. The City's Procurement Manager issued a letter on October 24, 2024, advising Kingdom Construction, the lowest of the four bids received by the City, that their bid had been rejected and that staff would be recommending the City Commission award the project to Carr and Collier, Inc.

Kingdom Construction appealed that decision pursuant to the City's Purchasing Policy and submitted documentation in support of their bid. In accordance with Sections 4 through 6 of the Purchasing Policy, the City Manager held a protest meeting and reviewed all documentation associated with the Invitation to Bid and Kingdom Construction's appeal.

On November 26, 2024, the City Manager issued a letter to Kingdom Construction revising the recommendation to award the project to Kingdom Construction. On December 17, 2024, legal counsel for Carr and Collier, Inc., appealed the City Manager's decision pursuant to Section 7 of the Purchasing Policy. The City Commission must now review all of the documentation and make a determination on Invitation to Bid #2024-30.

Exhibit A

Kingdom Construction Appeal Package



November 26, 2024

Ian Nichols, President
Kingdom Construction
1102 North Main Street, Suite E
Wildwood, Florida 34785

RE: Invitation to Bid #2024-30 Millennium Park Phase 1 and 2 Improvements

Dear Mr. Nichols,

Please accept this letter as official notification of my intention to revise the award recommendation for the above-referenced project in favor of Kingdom Construction. This determination has been made according to the Appeal Procedures of the City's Purchasing Policy.

Upon review of the bid documents, engineer's recommendation, the determination from the City's Procurement Program Manager, and documentation filed by Kingdom Construction in support of the protest, I believe awarding the bid to Kingdom Construction is in the best interest of the City. Section 1.16 of the Instructions to Bidder states:

"The Owner reserves the right to accept or reject any or all bids in whole or in part with or without cause, to waive technicalities, or to accept the bid(s), which in its judgment, best serves the interest of the Owner."

While there are errors and omissions in Kingdom Construction's bid, they are not material and do not change the outcome of the apparent low bidder. This is consistent with the City's prior practice with respect to invitations to bid. The bid from Kingdom Construction is \$3,498,026.12 less than the next low bidder, Carr & Collier, Inc. As stewards of taxpayer dollars, I cannot find a substantive reason to support the recommendation of the engineer and the determination by the City's Procurement Program Manager.

Pursuant to the Appeals Procedures within the City's Purchasing Policy, bidders adversely affected by the Office of the City Manager's decision may appeal this decision to the City Commission by filing a written appeal with the City Clerk no later than 5:00 p.m. on December 3, 2024. The Wildwood City Commission will consider this recommendation and any associated appeals at its next regularly scheduled City Commission meeting on December 9, 2024, at 9:00 a.m.

Please let me know if you have any questions or concerns regarding this determination or the process moving forward.

Sincerely,



Jason F. McHugh, AICP, CPM
City Manager

CC: Jessica Barnes, City Clerk
Robert Schoepe, Procurement Program Manager
Julien Dytsche, Carr & Collier, Inc
Diane Woods, Carr & Collier, Inc
Wildwood City Commission

Enclosures



TO: CITY OF WILDWOOD
FROM: IAN NICHOLS, KINGDOM CONSTRUCTION
DATE: 11/13/2024
SUBJECT: BID APPEAL FOR ITB2024-30

To whom it may concern,

We are writing in response to the City's determination not to award this contract to our company. We wholly contest the decision that was made by the City of Wildwood to consider our bid non-responsive.

According to the Instructions to Bidder, it states the following in Section 1.17 titled Responsiveness Requirements: "To be judged responsive, the Bidder shall execute, and return the following forms and required information with the bid" and lists all of the documents that were submitted by Kingdom Construction with exception to the last item, which is the Material price quotes. However, Section 1.11a does not list the material quotes as being a requirement but only needed if we intend to send the City a Change Order for material escalation, which we do not. We issue subcontracts shortly after the award and material escalation is not allowed within our contracts. Considering these things, we feel that we are in fact responsive because we submitted all of the forms required and should not have been considered non-responsive.

The letter from Robert Schoepe with City of Wildwood dated 10/24/24 stated that our bid "notably excludes erosion/sedimentation control, retaining walls, and guardrails." This is not accurate. Additionally, the value of the erosion control, gravity wall and the handrail mentioned as being omitted would not cause there to be a new low bidder if adding values provided by other contractors (estimated around \$100,000.00) to our contract.

Further down in the referenced letter, Robert Schoepe references section 1.12 (D) as justification for being non-responsive. Firstly, as stated previously, what deems non-responsiveness is contained in 1.17, not 1.12 (D). Secondly, the recommendation of award by the Engineer of Record for the last bid (ITB 2023-17 on 8/10/23) stated that there were issues with the Bid Form of Earthscapes but they still recommended them for the project, reference CPH's document dated 8/16/23 (attached as Exhibit A) - and the Engineer permitted Earthscapes to increase their bid amount (which we are not requesting).

The 2nd low bidder has been millions of dollars higher than the low bid in each of the last two bid submissions (the last bid they were \$3,396,547.12 higher than

1102 N Main Street Suite E, Wildwood FL 34785
352-600-1289



Earthscapes, which is similar to the difference between our bid and theirs during this bid). It is reasonable to conclude that this is not the most competitive bidder. We question if this decision would be proper stewardship of City resources. If the difference between the low and 2nd low bid were minor, we feel that this could be justified. However, we do not feel that the taxpayers should bear the burden of an additional \$3,498,026.12 due to small clerical issues that were permitted in previous bids. We feel that this is discriminatory towards our company and as life-long residents and our business being located in Wildwood, we strongly contest the City's decision and request that this non-responsive determination be withdrawn. We provided what was required in the Responsive Requirements. The Instructions to Bidder do not state that if there are minor errors on the Bid Form you will be deemed non-responsive. We consider these as minor errors in transposing from our software over to the Engineer of Record's Bid Form. These errors were made in haste while transposing to meet the bid deadline with incoming subcontractor bids, scope revisions and clarifications from our subcontractors on the bid date. Certain unit prices and line items may not have computed properly but the bottom-line number of \$10,419,673.88 is all-inclusive. The entire scope of work was included in our bid and the Engineer or City of Wildwood would have known that if they had reached out for clarification prior to rejecting our bid as non-responsive.

This is a bonded job so if we were not able to complete the project, our bond would pay for the project to be completed. This would not burden the City enough to equate to such a large difference between our bid and the next bidder.

We believe that the relief that is due to our company should be an award for this project, as we have priced the drawings and specifications in their entirety, purposefully in a competitive manner, and our base bid amount of \$10,419,673.88 is inclusive of the scope of work set forth in the documents provided. If this were to be awarded to the next contractor, it will most certainly not be in taxpayers or the City's best interest.

Thank you,

Ian Nichols
President
Kingdom Construction
352-600-1289
ian@kingdomconstruction.org
CGC1524839

1102 N Main Street Suite E, Wildwood FL 34785
352-600-1289

EXHIBIT A



ITEM NO.	DESCRIPTION	UNITS	QUANTITY	CCI		EarthScapes		BUILDERS	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A-1	Bonds and Insurance	LS	1	\$ 220,000.00	\$ 220,000.00	\$ 225,001.48	\$ 225,001.48	\$ -	\$ -
A-2	Mobilization	LS	1	\$ 1,375,000.00	\$ 1,375,000.00	\$ 792,549.35	\$ 792,549.35	\$ -	\$ -
A-3	Preconstruction Topographic Surveying	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 5,200.00	\$ 5,200.00	\$ -	\$ -
A-4	Record Drawings	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -
A-5	Demobilization, Cleanup, Project Closeout (Incl. Material and Workmanship Bond)	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -
A-6	Preconstruction Video	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -
A-7	Temporary Traffic Control - Millennium Park	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 33,227.63	\$ 33,227.63	\$ -	\$ -
A-8	Temporary Traffic Control - Powell Rd.	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 35,314.88	\$ 35,314.88	\$ -	\$ -
A-9	Erosion and Sediment Control	LS	1	\$ 21,000.00	\$ 21,000.00	\$ 101,639.33	\$ 101,639.33	\$ -	\$ -
A-10	Silt Fence	LF	10450	\$ 3.00	\$ 31,350.00	\$ 3.01	\$ 31,485.85	\$ -	\$ -
A-11	Clearing and Grubbing	LS	1	\$ 447,000.00	\$ 447,000.00	\$ 342,118.36	\$ 342,118.36	\$ -	\$ -
A-12	Demolition - Existing Driveway Aprons, Crushed Asphalt Parking Area, Concrete Pad at New Racquetball Court, Misc. Portions of Dirt Trail	LS	1	\$ 397,000.00	\$ 397,000.00	\$ 28,031.70	\$ 28,031.70	\$ -	\$ -
B-1	Regular Excavation (ACAD Measurement Based on LIDAR Data and Proposed Elevations and 25% Increase to ACAD Measurement)	CY	27865	\$ 33.00	\$ 919,545.00	\$ 10.19	\$ 283,944.35	\$ -	\$ -
B-2	Embankment (Fill Placement) ACAD Measurement Based on LIDAR Data and Proposed Elevations and 25% Increase to ACAD Measurement	CY	26061.3	\$ 29.00	\$ 755,777.70	\$ 13.96	\$ 363,815.75	\$ -	\$ -
B-3	Borrow Material (Allowance)	CY	10000	\$ 25.00	\$ 250,000.00	\$ 28.35	\$ 283,500.00	\$ 264,400.00	\$ 2,644,000.00
B-4	Allowance - Additional Earthwork (If Needed)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 80,214.80	\$ 80,214.80	\$ 83,262.00	\$ 83,262.00
B-5	8" Stabilized Subgrade or 4" Crushed Concrete Subgrade (Furnish and Install) (Trail, Cart Path)	SY	11176	\$ 17.00	\$ 189,992.00	\$ 7.73	\$ 86,390.48	\$ -	\$ -
B-6	12" Stabilized Subgrade or 6" Crushed Concrete Subgrade (Furnish and Install) (Road, Turn Lane, Parking Lots, Turnaround Area)	SY	21824	\$ 17.00	\$ 371,008.00	\$ 10.06	\$ 219,549.44	\$ -	\$ -
B-7	6" Limerock Base or 6" Crushed Concrete Base (Furnish and Install) (Road, Parking Lots, Trail, Cart Path)	SY	19734	\$ 18.00	\$ 355,212.00	\$ 17.23	\$ 340,016.82	\$ -	\$ -
B-8	10" Limerock Base or 10" Crushed Concrete Base (Furnish and Install) (Turn Lane)	SY	563	\$ 30.00	\$ 16,890.00	\$ 29.57	\$ 16,647.91	\$ -	\$ -
B-9	Asphalt Surface Course, Type SP 9.5 (1") (Furnish and Install) (Trail, Cart Path)	TN	426	\$ 300.00	\$ 127,800.00	\$ 195.95	\$ 83,474.70	\$ -	\$ -
B-10	Asphalt Surface Course, Type SP 12.5 (1.5") (Furnish and Install) (Road, Turn Lane, Parking Lots)	TN	1599	\$ 300.00	\$ 479,700.00	\$ 176.44	\$ 282,127.56	\$ -	\$ -
B-11	Asphalt Friction Course, Type SP 12.5 (1.5") (Traffic C) (PG 76-22) (Furnish and Install) (Turn Lane)	TN	46	\$ 300.00	\$ 13,800.00	\$ 310.89	\$ 14,300.94	\$ -	\$ -
B-12	Ditch Bottom Inlet Type C (P-Bottom) (<10") (Furnish and Install)	EA	14	\$ 13,000.00	\$ 182,000.00	\$ 5,100.65	\$ 71,409.10	\$ -	\$ -
B-13	Ditch Bottom Inlet Type C (P-Bottom With Sump) (<10") (Furnish and Install)	EA	1	\$ 14,000.00	\$ 14,000.00	\$ 6,878.00	\$ 6,878.00	\$ -	\$ -
B-14	Ditch Bottom Inlet Type C (J-Bottom) (<10") (Furnish and Install)	EA	1	\$ 15,000.00	\$ 15,000.00	\$ 10,069.63	\$ 10,069.63	\$ -	\$ -
B-15	Ditch Bottom Inlet Type D (P-Bottom) (<10") (Furnish and Install)	EA	1	\$ 16,000.00	\$ 16,000.00	\$ 6,831.26	\$ 6,831.26	\$ -	\$ -
B-16	Ditch Bottom Inlet Type D (J-Bottom) (<10") (Furnish and Install)	EA	3	\$ 17,000.00	\$ 51,000.00	\$ 10,241.04	\$ 30,723.12	\$ -	\$ -
B-17	Ditch Bottom Inlet Type D (J-Bottom With Sump) (<10") (Furnish and Install)	EA	2	\$ 18,000.00	\$ 36,000.00	\$ 10,069.63	\$ 20,139.26	\$ -	\$ -
B-18	Type P-8 Manhole (<10") (Furnish and Install)	EA	4	\$ 14,000.00	\$ 56,000.00	\$ 5,857.78	\$ 23,431.12	\$ -	\$ -
B-19	Type J-8 Manhole (<10") (Furnish and Install)	EA	3	\$ 16,000.00	\$ 48,000.00	\$ 8,204.22	\$ 24,612.66	\$ -	\$ -
B-20	Nyoplast or Equal Drain Basin (8") (<10") (Furnish and Install)	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 2,090.55	\$ 6,271.65	\$ -	\$ -
B-21	Nyoplast or Equal Drain Basin (10") (<10") (Furnish and Install)	EA	6	\$ 1,600.00	\$ 9,600.00	\$ 2,340.46	\$ 14,042.76	\$ -	\$ -
B-22	Nyoplast or Equal Drain Basin (12") (<10") (Furnish and Install)	EA	2	\$ 2,100.00	\$ 4,200.00	\$ 3,113.67	\$ 6,227.34	\$ -	\$ -
B-23	Nyoplast or Equal Drain Basin (15") (<10") (Furnish and Install)	EA	2	\$ 2,600.00	\$ 5,200.00	\$ 3,711.10	\$ 7,422.20	\$ -	\$ -
B-24	Nyoplast or Equal Drain Basin (24") (<10") (Furnish and Install)	EA	1	\$ 3,600.00	\$ 3,600.00	\$ 4,718.48	\$ 4,718.48	\$ -	\$ -
B-25	Concrete Mitered End Section (12") (Furnish and Install)	EA	1	\$ 4,600.00	\$ 4,600.00	\$ 3,114.30	\$ 3,114.30	\$ -	\$ -
B-26	Concrete Mitered End Section (18") (Furnish and Install)	EA	4	\$ 5,000.00	\$ 20,000.00	\$ 3,705.04	\$ 14,820.16	\$ -	\$ -
B-27	Concrete Mitered End Section (24") (Furnish and Install)	EA	2	\$ 20,000.00	\$ 40,000.00	\$ 4,188.92	\$ 8,377.84	\$ -	\$ -



ITEM NO.	DESCRIPTION	UNITS	QUANTITY	CARR & COLLIER, INC.		EarthScapes Unlimited, INC.		MARK COOK BUILDERS, INC.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
B-28	Concrete Mitered End Section (30") (Furnish and Install)	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 7,599.88	\$ 7,599.88	\$ -	\$ -
B-29	Concrete Mitered End Section (36") (Furnish and Install)	EA	1	\$ 20,000.00	\$ 20,000.00	\$ 9,213.32	\$ 9,213.32	\$ -	\$ -
B-30	Concrete Mitered End Section (12"x18") (Furnish and Install)	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 3,520.31	\$ 7,040.62	\$ -	\$ -
B-31	Concrete Mitered End Section (19"x30") (Furnish and Install)	EA	4	\$ 5,500.00	\$ 22,000.00	\$ 4,180.57	\$ 16,722.28	\$ -	\$ -
B-32	8" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	141	\$ 55.00	\$ 7,755.00	\$ 74.57	\$ 10,514.37	\$ -	\$ -
B-33	10" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	614	\$ 60.00	\$ 36,840.00	\$ 73.96	\$ 45,411.44	\$ -	\$ -
B-34	12" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	303	\$ 65.00	\$ 19,695.00	\$ 75.68	\$ 22,931.04	\$ -	\$ -
B-35	15" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	649	\$ 70.00	\$ 45,430.00	\$ 82.29	\$ 53,406.21	\$ -	\$ -
B-36	18" Storm Sewer (RCP) (Furnish and Install)	LF	1745	\$ 110.00	\$ 191,950.00	\$ 96.55	\$ 168,479.75	\$ -	\$ -
B-37	24" Storm Sewer (RCP) (Furnish and Install)	LF	614	\$ 170.00	\$ 104,380.00	\$ 130.24	\$ 79,967.36	\$ -	\$ -
B-38	30" Storm Sewer (RCP) (Furnish and Install)	LF	145	\$ 200.00	\$ 29,000.00	\$ 182.95	\$ 26,527.75	\$ -	\$ -
B-39	36" Storm Sewer (RCP) (Furnish and Install)	LF	496	\$ 230.00	\$ 114,080.00	\$ 179.03	\$ 88,798.88	\$ -	\$ -
B-40	12"x18" Storm Sewer (ERCP) (Furnish and Install)	LF	46	\$ 140.00	\$ 6,440.00	\$ 196.03	\$ 9,044.98	\$ -	\$ -
B-41	19"x30" Storm Sewer (ERCP) (Furnish and Install)	LF	154	\$ 220.00	\$ 33,880.00	\$ 225.65	\$ 34,750.10	\$ -	\$ -
B-42	Underdrain Type II (12" PVC, Aggregate, Filter Fabric) (Furnish and Install)	LF	698	\$ 130.00	\$ 90,740.00	\$ 129.09	\$ 90,104.82	\$ -	\$ -
B-43	Underdrain Header Pipe (12" PVC) (Furnish and Install)	LF	397	\$ 100.00	\$ 39,700.00	\$ 46.01	\$ 18,265.97	\$ -	\$ -
B-44	Underdrain Cleanouts (Furnish and Install)	EA	26	\$ 1,700.00	\$ 44,200.00	\$ 1,826.96	\$ 47,501.22	\$ -	\$ -
B-45	Concrete Curb and Gutter, Type 'F' (Furnish and Install)	LF	422	\$ 36.00	\$ 15,192.00	\$ 32.15	\$ 13,568.99	\$ -	\$ -
B-46	Concrete Valley Gutter (Furnish and Install)	LF	391	\$ 42.00	\$ 16,422.00	\$ 43.41	\$ 16,974.29	\$ -	\$ -
B-47	Standard Concrete Sidewalk (Including Ramps and Warning Mats), Bench, and Trash Receptacle Con	SY	70	\$ 70.00	\$ 4,900.00	\$ 142.88	\$ 10,001.32	\$ -	\$ -
B-48	Concrete Sidewalk (4" With Thickened Edge) (Furnish and Install)	SY	485	\$ 95.00	\$ 46,075.00	\$ 142.88	\$ 69,294.86	\$ -	\$ -
B-49	Misc. Concrete Pads (6") (Furnish and Install)	SY	417	\$ 100.00	\$ 41,700.00	\$ 102.60	\$ 42,785.45	\$ -	\$ -
B-50	Standard Concrete (6") (Furnish and Install) (Trail Crossing at Access Rd)	SY	236	\$ 100.00	\$ 23,600.00	\$ 102.60	\$ 24,214.31	\$ -	\$ -
B-51	Heavy Duty Concrete (7") (Furnish and Install) (Food Truck Parking Area and Driveway and Concessi	SY	134	\$ 135.00	\$ 18,170.00	\$ 107.27	\$ 14,371.67	\$ -	\$ -
B-52	Concrete Rip Rap (At Pond Bottom At MES)	SY	239	\$ 200.00	\$ 47,800.00	\$ 149.36	\$ 35,606.41	\$ -	\$ -
B-53	Wheel Stops	EA	485	\$ 100.00	\$ 48,500.00	\$ 169.20	\$ 82,092.00	\$ -	\$ -
B-54	Three Rail Wood Fence (4 ft) (Furnish and Install) (Along Powell Rd.)	LF	485	\$ 30.00	\$ 14,550.00	\$ 33.84	\$ 16,414.58	\$ -	\$ -
B-55	Tennis Court Construction (Sub-base, Base, Concrete, Painting, Striping)	LS	1	\$ 220,000.00	\$ 220,000.00	\$ 146,261.27	\$ 146,261.27	\$ -	\$ -
B-56	Street Signs and Posts (Furnish and Install)	EA	27	\$ 500.00	\$ 13,500.00	\$ 1,691.94	\$ 45,682.31	\$ -	\$ -
B-57	Wayfinding Signage	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 6,767.75	\$ 6,767.75	\$ -	\$ -
B-58	Painted Pavement Markings (4" White at Parking Stalls) (Furnish and Install)	LF	4338	\$ 1.00	\$ 4,338.00	\$ 1.36	\$ 5,895.67	\$ -	\$ -
B-59	Painted Pavement Markings (6" Blue at ADA Parking Stalls) (Furnish and Install)	LF	216	\$ 1.50	\$ 324.00	\$ 2.70	\$ 583.74	\$ -	\$ -
B-60	Painted Pavement Markings (6" White at ADA Parking Stalls) (Furnish and Install)	LF	264	\$ 1.50	\$ 396.00	\$ 2.70	\$ 713.46	\$ -	\$ -
B-61	ADA Parking Aisle Striping and Handicap Symbol (Painted) (Furnish and Install)	EA	6	\$ 125.00	\$ 750.00	\$ 406.07	\$ 2,436.39	\$ -	\$ -
B-62	Thermoplastic, Std, White, Solid 12"	LF	101	\$ 6.00	\$ 606.00	\$ 6.77	\$ 684.12	\$ -	\$ -
B-63	Thermoplastic, Std, White, Solid, 24"	LF	206	\$ 12.00	\$ 2,472.00	\$ 9.48	\$ 1,952.06	\$ -	\$ -
B-64	Thermoplastic, Standard, White, Arrow	EA	11	\$ 120.00	\$ 1,320.00	\$ 101.52	\$ 1,116.74	\$ -	\$ -
B-65	Thermoplastic, Std-Op, Yellow, Solid, 12"	LF	393	\$ 8.00	\$ 3,144.00	\$ 6.77	\$ 2,661.99	\$ -	\$ -
B-66	Thermoplastic, Std-Op, Yellow, Solid, 12"	LF	1200	\$ 3.00	\$ 3,600.00	\$ 2.70	\$ 3,240.00	\$ -	\$ -
C-1	Remove Existing Inactive 6" Force Main	LF	505	\$ 15.00	\$ 7,575.00	\$ 27.11	\$ 13,688.26	\$ -	\$ -
C-2	Remove Existing 12" Water Main	LF	1011	\$ 17.00	\$ 17,187.00	\$ 29.64	\$ 29,956.84	\$ -	\$ -
C-3	Remove Existing 8" Sanitary Sewer	LF	819	\$ 20.00	\$ 16,380.00	\$ 26.14	\$ 21,408.25	\$ -	\$ -
C-4	Remove Existing Sanitary Sewer Manhole	EA	2	\$ 15,000.00	\$ 30,000.00	\$ 3,166.69	\$ 6,333.37	\$ -	\$ -
C-5	1" Water Service Line (Open Cut or Dir. Drill) (PE) (Furnish and Install)	LF	218	\$ 30.00	\$ 6,540.00	\$ 29.91	\$ 6,520.71	\$ -	\$ -
C-6	4" Water Main (Open Cut) (DI) (Restrained) (Furnish and Install)	LF	180	\$ 100.00	\$ 18,000.00	\$ 104.81	\$ 18,865.80	\$ -	\$ -

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2
CPH BID REVIEW BREAKDOWN
DATE: 8/16/2023



ITEM NO.	DESCRIPTION	UNITS	QUANTITY	GCI		EarthScapes		BUILDERS	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
C-7	8" Water Main (Open Cut) (PVC) (Unrestrained) (Furnish and Install)	LF	151	\$ 110.00	\$ 16,610.00	\$ 79.12	\$ 11,947.12		\$ -
C-8	8" Water Main (Open Cut) (PVC) (Restrained) (Furnish and Install)	LF	216	\$ 120.00	\$ 25,920.00	\$ 103.00	\$ 22,248.00		\$ -
C-9	12" Water Main (Open Cut) (PVC) (Unrestrained) (Furnish and Install)	LF	848	\$ 140.00	\$ 118,720.00	\$ 100.44	\$ 85,173.97		\$ -
C-10	12" Water Main (Open Cut) (PVC) (Restrained) (Furnish and Install)	LF	627	\$ 170.00	\$ 106,590.00	\$ 122.21	\$ 76,625.98		\$ -
C-11	4" D.I. Bends (45, 90) (Water Main) (Furnish and Install)	EA	6	\$ 600.00	\$ 3,600.00	\$ 1,148.77	\$ 6,892.62		\$ -
C-12	8" D.I. Bends (45, 90) (Water Main) (Furnish and Install)	EA	5	\$ 850.00	\$ 4,250.00	\$ 1,551.40	\$ 7,756.98		\$ -
C-13	12" D.I. Bends (11.25, 22.5, 45, 90) (Water Main) (Furnish and Install)	EA	7	\$ 1,400.00	\$ 9,800.00	\$ 2,353.69	\$ 16,475.85		\$ -
C-14	12" D.I. Tee (12"x4", 12"x6") (Water Main) (Furnish and Install)	EA	3	\$ 900.00	\$ 2,700.00	\$ 2,787.46	\$ 8,362.39		\$ -
C-15	12" D.I. Wye / Tee (12"x12") (Water Main) (Furnish and Install)	EA	2	\$ 2,200.00	\$ 4,400.00	\$ 3,301.49	\$ 6,606.98		\$ -
C-16	8" D.I. Plug / Cap (Water Main) (Furnish and Install)	EA	1	\$ 1,900.00	\$ 1,900.00	\$ 899.59	\$ 899.59		\$ -
C-17	12" D.I. Plug / Cap (Water Main) (Furnish and Install)	EA	3	\$ 2,000.00	\$ 6,000.00	\$ 1,424.67	\$ 4,274.00		\$ -
C-18	Temporary Jumper Connection (Furnish and Install, Remove)	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 4,439.62	\$ 4,439.62		\$ -
C-19	12" x 1" Service Saddle and Corp. Stop (Furnish and Install)	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 1,075.40	\$ 2,150.80		\$ -
C-20	12" x 8" Tapping Sleeve and Valve (Furnish and Install)	EA	1	\$ 7,000.00	\$ 7,000.00	\$ 9,750.98	\$ 9,750.98		\$ -
C-21	12" x 12" Tapping Sleeve and Valve (Furnish and Install)	EA	2	\$ 10,000.00	\$ 20,000.00	\$ 14,724.07	\$ 29,448.14		\$ -
C-22	Close Valves, Connect to Existing 12" Water Main	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 3,901.40	\$ 3,901.40		\$ -
C-23	1" Gate Valve	EA	2	\$ 700.00	\$ 1,400.00	\$ 1,342.46	\$ 2,684.93		\$ -
C-24	Fire Hydrant Assembly (Furnish and Install)	EA	2	\$ 7,600.00	\$ 15,200.00	\$ 9,328.11	\$ 18,656.22		\$ -
C-25	Blowoff Assembly (Furnish and Install)	EA	2	\$ 2,600.00	\$ 5,200.00	\$ 2,495.68	\$ 4,991.37		\$ -
C-26	Fire Department Connection (4") (Furnish and Install)	EA	1	\$ 9,000.00	\$ 9,000.00	\$ 6,573.43	\$ 6,573.43		\$ -
C-27	Line Stop Assembly, 12" (Furnish and Install) (If Needed)	EA	2	\$ 9,000.00	\$ 18,000.00	\$ 9,900.84	\$ 19,801.69		\$ -
C-28	Install Thrust Collar, Cut and Cap Existing 12" Water Main	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 2,063.91	\$ 4,127.81		\$ -
C-29	Bypass Pumping (Sanitary Sewer)	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 55,508.25	\$ 55,508.25		\$ -
C-30	8" Sanitary Sewer Line (Open Cut) (PVC) (Furnish and Install)	LF	1703	\$ 70.00	\$ 119,210.00	\$ 105.64	\$ 179,503.22		\$ -
C-31	Sanitary Sewer Manhole (Furnish and Install)	EA	7	\$ 18,000.00	\$ 126,000.00	\$ 9,175.06	\$ 64,225.40		\$ -
C-32	Connect to Existing Sanitary Sewer Manhole	EA	2	\$ 2,200.00	\$ 4,400.00	\$ 11,137.73	\$ 22,275.45		\$ -
C-33	4" Backflow Preventer Assembly	EA	1	\$ 7,700.00	\$ 7,700.00		\$ -		\$ -
D-1	Sports Fields Amenities (Base Set, Home Plate, Pitchers Rubber, Dugout Bench, Foul Poles, Batting Cage, Fence Cap, Pickleball Net Posts and Net, Goal Posts, Net Backstop System) (Furnish and Install)	LS	1	\$ 95,000.00	\$ 95,000.00	\$ 188,098.92	\$ 188,098.92		\$ -
D-2	Chain Link Fence - Softball Fields (Vinyl Coated Black) (With Fence Cap) (6-ft) (Furnish and Install)	LF	2120	\$ 65.00	\$ 137,800.00	\$ 50.81	\$ 107,717.20		\$ -
D-3	Chain Link Fence With Windscreen (Vinyl Coated Black) (10-ft) (Furnish and Install)	LF	488	\$ 120.00	\$ 58,560.00	\$ 90.54	\$ 44,183.52		\$ -
D-4	Black Netting Backstop (25' Ht) (Furnish and Install)	LF	400	\$ 500.00	\$ 200,000.00	\$ 281.77	\$ 112,708.00		\$ -
D-5	Pedestrian Chain Link Fence Gate (Vinyl Coated Black) (3-ft Opening, 6-ft) (Furnish and Install)	EA	4	\$ 3,000.00	\$ 12,000.00	\$ 769.96	\$ 3,079.44		\$ -
D-6	Double Swing Chain Link Fence Gate (Vinyl Coated Black) (12-ft Opening, 6-ft) (Furnish and Install)	EA	2	\$ 1,200.00	\$ 2,400.00	\$ 1,347.26	\$ 2,694.52		\$ -
D-7	Bahia Sod for Disturbed Areas	SV	63221	\$ 6.00	\$ 379,326.00	\$ 3.50	\$ 221,273.50		\$ -
D-8	Tennis Court Chain Link Fence Gate With Windscreen (Vinyl Coated Black) (4-ft Opening, 10-ft) (Furnish and Install)	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 769.86	\$ 769.86		\$ -
D-9	Litter Receptacle With Dome Lid	EA	19	\$ 2,200.00	\$ 41,800.00	\$ 2,424.72	\$ 46,069.68		\$ -
D-10	Bench	EA	27	\$ 3,200.00	\$ 86,400.00	\$ 3,592.73	\$ 97,003.71		\$ -
D-11	Drake Chinese Elm 2.5" Cal., 10' Min. Ht., 4" Min. Spd.	EA	42	\$ 650.00	\$ 27,300.00	\$ 730.00	\$ 30,660.00		\$ -
D-12	Dahoon Holly 2" Cal., 8' Min. Ht., 4" Min., Spd	EA	25	\$ 600.00	\$ 15,000.00	\$ 730.00	\$ 18,250.00		\$ -



ITEM NO.	DESCRIPTION	UNITS	QUANTITY	CCI		EarthScapes		MARK COOK BUILDERS, INC.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
D-13	Red Maple 3" Cal. 10' Min. Ht., 5' Min. Sprd.	EA	21	\$ 450.00	\$ 9,450.00	\$ 880.00	\$ 18,480.00	\$ -	\$ -
D-14	Muskogee Grape Myrtle 8' Min. Ht., 4' Min. Sprd.	EA	37	\$ 400.00	\$ 14,800.00	\$ 530.00	\$ 19,610.00	\$ -	\$ -
D-15	Cathedral Oak 6" Cal. 20' Min. Ht., 10' Min. Sprd.	EA	26	\$ 2,000.00	\$ 52,000.00	\$ 2,380.00	\$ 61,880.00	\$ -	\$ -
D-16	Live Oak 3" Cal. 12' Min. Ht., 6' Min. Sprd.	EA	50	\$ 800.00	\$ 40,000.00	\$ 880.00	\$ 44,000.00	\$ -	\$ -
D-17	Twilight Grape Myrtle 8' Min. Ht., 4' Min. Sprd.	EA	41	\$ 350.00	\$ 14,350.00	\$ 530.00	\$ 21,730.00	\$ -	\$ -
D-18	Dynamite Grape Myrtle 8' Min. Ht., 4' Min. Sprd.	EA	22	\$ 375.00	\$ 8,250.00	\$ 530.00	\$ 11,660.00	\$ -	\$ -
D-19	Black Diamond Grape 8' Min. Ht., 4' Min. Sprd.	EA	3	\$ 400.00	\$ 1,200.00	\$ 530.00	\$ 1,590.00	\$ -	\$ -
D-20	Natchez Grape Myrtle 8' Min. Ht., 4' Min. Sprd.	EA	24	\$ 360.00	\$ 8,640.00	\$ 530.00	\$ 12,720.00	\$ -	\$ -
D-21	Cabbage Palm 16' - 26' Ct., Vary Heights, 32 Slick Trunks, 15' O.C. Where Clustered	EA	32	\$ 400.00	\$ 12,800.00	\$ 980.00	\$ 31,360.00	\$ -	\$ -
D-22	Silver Palmetto, 1 Gal., Full, 24" O.C.	EA	96	\$ 30.00	\$ 2,880.00	\$ 75.50	\$ 7,248.00	\$ -	\$ -
D-23	Cord Grass, 1 Gal., Full, 24" O.C.	EA	692	\$ 25.00	\$ 17,300.00	\$ 54.50	\$ 37,604.00	\$ -	\$ -
D-24	Swamp Sunflower, 1 Gal., Full, 24" O.C.	EA	76	\$ 30.00	\$ 2,280.00	\$ 54.50	\$ 4,138.00	\$ -	\$ -
D-25	Soft Rush, 1 Gal., Full, 24" O.C.	EA	217	\$ 23.00	\$ 4,991.00	\$ 54.50	\$ 11,826.50	\$ -	\$ -
D-26	Pickelweed, 1 Gal., Full, 24" O.C.	EA	388	\$ 25.00	\$ 9,700.00	\$ 54.50	\$ 21,146.00	\$ -	\$ -
D-27	Bermuda 419 Grass (Baseball Fields and Soccer Field)	SY	47413	\$ 8.00	\$ 379,304.00	\$ 7.29	\$ 345,640.77	\$ -	\$ -
D-28	Baseball Infield Clay	SY	4319	\$ 30.00	\$ 129,570.00	\$ 30.16	\$ 130,205.27	\$ -	\$ -
D-29	Irrigation	LS	1	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,009,590.92	\$ 1,009,590.92	\$ -	\$ -
D-30	Seed and Mulch	SY	3394	\$ 2.00	\$ 6,788.00	\$ 4.23	\$ 14,356.62	\$ -	\$ -
E-1	Basketball Court Pre-Engineered Roof and Columns (Furnish and Install)	LS	1	\$ 1,300,000.00	\$ 1,300,000.00	\$ 585,599.58	\$ 585,599.58	\$ -	\$ -
E-2	Basketball Hoop Structures and Hoops (Furnish and Install)	LS	1	\$ 38,000.00	\$ 38,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -
E-3	Basketball Court Furnishings (Bleachers, Benches, Tables, Water Fountains) (Furnish and Install)	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 106,462.40	\$ 106,462.40	\$ -	\$ -
E-4	Basketball Court Floor and Foundation Including Column Footers (Furnish and Install)	LS	1	\$ 250,000.00	\$ 250,000.00	\$ 197,652.50	\$ 197,652.50	\$ -	\$ -
E-5	Riser Room Outside Basketball Courts (Furnish and Install)	LS	1	\$ 80,000.00	\$ 80,000.00	\$ 44,455.71	\$ 44,455.71	\$ -	\$ -
E-6	Basketball Courts Fire Protection System (Furnish and Install)	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 57,739.83	\$ 57,739.83	\$ -	\$ -
E-7	Basketball Courts Plumbing (Water and Sewer) (Furnish and Install)	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 19,246.62	\$ 19,246.62	\$ -	\$ -
E-8	Racquetball Court Block Walls, Door, Beams, Roof, and Foundation (Furnish and Install)	LS	1	\$ 130,000.00	\$ 130,000.00	\$ 276,659.35	\$ 276,659.35	\$ -	\$ -
E-9	Racquetball Court Floor (Furnish and Install)	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 18,464.00	\$ 18,464.00	\$ -	\$ -
F-1	Electrical Panels and Field Lighting Cabinet, Service Rack, Power Rack (Furnish and Install)	LS	1	\$ 225,000.00	\$ 225,000.00	\$ 23,857.40	\$ 23,857.40	\$ -	\$ -
F-2	Misc. Electrical Including Conduit, Wire, and Appurtenances (Furnish and Install)	LS	1	\$ 70,000.00	\$ 70,000.00	\$ 273,179.98	\$ 273,179.98	\$ -	\$ -
F-3	Transformer - Coordinate With Duke Energy (Duke Energy to Install Transformer, Pad, Conduits, Pedestal and Appurtenances)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,924.66	\$ 1,924.66	\$ -	\$ -
F-4	Parking Lot Lights - Coordinate With Duke Energy (Duke Energy to furnish and install parking lot lights including poles, fixtures, foundation, connecting conduits, wires etc.)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,924.66	\$ 1,924.66	\$ -	\$ -
F-5	Street Lights - Coordinate With Duke Energy (Duke Energy to furnish and install parking poles, fixtures, foundation, connecting conduits, wires etc.)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,924.66	\$ 1,924.66	\$ -	\$ -
F-6	Community Center Area lights - Coordinate with Duke Energy - Duke Energy to furnish and install new fixtures (the new fixtures are to match those proposed with the internal roadway network).	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,924.66	\$ 1,924.66	\$ -	\$ -
F-7	Single point connection for concession stand, fed from panel pc-2.4. Verify exact location with owner for power source to enter the Concession stand. Provide 120/208v, 3 ph, 125a load center and coordinate load locations with the City.	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,849.32	\$ 3,849.32	\$ -	\$ -
F-8	Furnish and install 20a, weather proof gfci receptacle in each Dugout. Coordinate with the City on the exact location. Receptacles to be fed out of panel pc. (ckt-1).	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 3,400.23	\$ 3,400.23	\$ -	\$ -
F-9	Basketball Court Electrical and Lighting, Control Boxes, Etc. (Furnish and Install)	LS	1	\$ 95,000.00	\$ 95,000.00	\$ 102,969.27	\$ 102,969.27	\$ -	\$ -



ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	EarthScapes UNLIMITED, INC.	UNIT PRICE	TOTAL PRICE	MARK COOK BUILDERS, INC.	UNIT PRICE	TOTAL PRICE
F-10	Tennis Court Electrical and Lighting Control Boxes, Etc. (Furnish and Install)	LS	1	\$ 85,000.00	\$ 85,000.00		\$ 101,108.86	\$ 101,108.86		\$	\$
TOTALS					\$ 14,275,634.70		\$ 10,903,800.58			\$	\$ 11,192,615.00

BID ALTERNATES

ALT-1	Concrete Ribbon Curb	LF	6050	\$ 30.00	\$ 181,500.00	\$ 27.50	\$ 166,375.00	\$ 41.00	\$ 248,050.00
ALT-2	Three Rail Wood Fence (4 ft) (Furnish and Install) (Onsite Between the Grass Parking area and the new Trail)	LF	564	\$ 32.00	\$ 18,048.00	\$ 15.00	\$ 8,460.00	\$ 32.00	\$ 18,048.00
BID ALTERNATE TOTALS					\$ 199,548.00		\$ 174,835.00		\$ 266,098.00

BID CATEGORY BREAKDOWN

A	General	\$	2,595,850.00	\$	1,374,068.58	\$	1,000,000.00
B	Earthwork, Roads, Parking Lots, & Stormwater	\$	5,599,113.70	\$	3,770,562.78	\$	3,000,000.00
C	Water & Sewer Construction	\$	746,282.00	\$	753,137.10	\$	1,000,000.00
D	Landscapes, Landscapes & Irrigation	\$	2,771,389.00	\$	2,658,688.43	\$	3,000,000.00
E	Architectural, Fire Protection, & Plumbing	\$	2,055,000.00	\$	1,331,279.99	\$	2,000,000.00
F	Electrical	\$	508,000.00	\$	516,063.70	\$	1,192,615.00
ALT	Bid Alternates	\$	199,548.00	\$	174,835.00	\$	266,098.00
TOTALS INCLUDING BID ALTERNATES		\$	14,475,182.70	\$	11,078,635.58	\$	11,458,713.00

LEGEND

\$ 100.00	= Lowest price for a bid item or category.
\$ 100.00	= Total price is not a direct multiple of the unit price.
\$ -	= Item or unit price is not specifically listed in the bid.
\$ 100.00	= Total price was provided based on incorrect quantity.
\$ 100.00	= Total price differs substantially from unit price multiplied by item quantity.

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID DOCUMENT CHECKLIST
DATE: 8/16/2023



SECTION #	DOCUMENT DESCRIPTION	 CARR & COLLIER, INC.			 EARTHSCAPES UNLIMITED, INC.		 MARK COOK BUILDERS, INC.
00410	PROPOSAL (BID FORM)	☒			☒		☒
00420	BID BOND FORM	☒			☒		☒
00430	TRENCH SAFETY FORM	☒			☒		☐
00432	NON COLLUSION AFFIDAVIT	☒			☒		☒
00434	CONFLICT OF INTEREST AFFIDAVIT	☒			☒		☒
00436	FLORIDA STATUTES ON PUBLIC ENTITY CRIMES AFFIDAVIT	☒			☒		☒
00438	COMPLIANCE WITH THE PUBLIC RECORDS LAW AFFIDAVIT	☒			☒		☒
00440	BIDDER INFORMATION AND AFFIDAVIT	☒			☒		☒
00450	CERTIFICATION OF NON-SEGREGATED FACILITIES FORM	☒			☒		☒
00452	DISPUTES DISCLOSURE FORM	☒			☒		☒
00454	DRUG FREE WORKPLACE FORM	☒			☒		☒
00455	CERTIFICATION REGARDING NON-SCRUTINIZED COMPANIES	☒			☒		☒
00456	UNAUTHORIZED ALIEN WORKERS AFFIDAVIT	☒			☒		☒
00458	E-VERIFY COMPLIANCE AFFIDAVIT	☒			☒		☒
00460	AMERICANS WITH DISABILITIES ACT AFFIDAVIT	☒			☒		☒
00462	EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION	☒			☒		☒
00463	CERTIFICATION REGARDING DEBARMENT	☒			☒		☒
00465	SCHEDULE OF PROPOSED SUBCONTRACTORS	☒			☒		☐
N/A	W-9 IDENTIFICATION NUMBER & CERTIFICATION	☒			☒		☐
N/A	GENERAL CONTRACTING LICENSE	☒			☒		☒
N/A	UNDERGROUND UTILITY & EXCAVATION CERTIFICATION	☒			☐		☐
N/A	IRRIGATION CONTRACTOR LICENSE	☐			☒		☐
N/A	CERTIFICATE OF LIABILITY INSURANCE	☒			☐		☐

LEGEND	
☐	= Document not provided
☐	= Document provided in an incomplete or unsatisfactory format
☒	= Document provided in a complete and acceptable format



CARR & COLLIER, INC. BID NOTES

1. Most complete bid, with no noted exclusions or discrepancies.
2. All quantities match the most recent Addendum and indicate attention to Addendum changes.
3. The bid prices are particularly high with respect to mobilization, demolition, and earthwork.
4. This bid is the highest cost of the 3 bids being considered; exactly \$3,312,876.37 more than the lowest bid.
5. This bidder was the most inquisitive and responsive during the "out-to-bid" process.

EARTHSCAPES UNLIMITED, INC. BID NOTES

1. The provided bid total (\$10,980,578.33) does not match the sum of the item price totals (\$10,903,800.58).
2. A total of 35 bid item price totals are not exact multiples of the unit price, though usually within a few dollars.
3. A total of 3 bid item price totals used an incorrect quantity, resulting in an expected net increase of \$1,344.09.
4. A total of 3 bid item price totals differ significantly from being a multiple of the unit price, resulting in an expected net increase of \$36,720.00. All 3 of these items were related to landscaping.
5. A 4" backflow preventor assembly was omitted from the bid. This item carries an anticipated cost between \$7,000 and \$9,500.
6. This bid is the lowest cost of the 3 bids, even considering omissions and errors. This bidder was also the lowest on bid alternate items.
7. This bidder provided competitive pricing across all categories.
8. This bidder was active and responsive throughout the "out-to-bid" process.
9. General contractor for adjacent Parkview (A.K.A. Juliette) site.

MARK COOK BUILDERS, INC. BID NOTES

1. Unit prices were not provided for all but 4 items in the bid package.
2. This bid is the 2nd lowest cost of the 3 bids considered; exactly \$212,036.67 more than the lowest bid.
3. This bidder provided the highest cost for bid alternate items; \$91,263.00 more than the lowest price.
4. CPH has no direct record of contact with this bidder during the "out-to-bid" process.
5. This bidder was substantially lowest for mobilization, demolition, earthwork, and paving costs. However, they were also substantially highest for water, sewer, and electrical costs.

CPH FINAL RECOMMENDATION

CPH recommends Earthscapes Unlimited, Inc. as the lowest responsive and responsible bidder. Earthscapes Unlimited, Inc. provided all required bid documents to demonstrate their capability and intent to perform the project scope. The errors and omissions noted in the provided bid package have been deemed as relatively minor and would not result in a new lowest bidder, if corrected. Additionally, Earthscapes Unlimited, Inc. presents the added benefit of having been the general contractor on the adjacent Parkview (A.K.A. Juliette) site and should be able to mobilize most efficiently. They are also expected to have first-hand knowledge of the construction of the joint-use stormwater pond, which will also serve the Millennium Park site.



TO: CITY OF WILDWOOD
FROM: IAN NICHOLS, KINGDOM CONSTRUCTION
DATE: 10/25/2022
SUBJECT: CONTEST OF NON-RESPONSIVE LETTER

To whom it may concern,

We are writing in response to the City's Letter to Kingdom Construction titled *Non-Responsive Determination* dated 10/24/24. We wholly contest the decision that was made by the City of Wildwood to consider our bid non-responsive. It is not in the taxpayers' best interest to pay \$3,498,026.12 more for the same services, due to what we see as minor errors in transposing from our software over to the Engineer of Record's Bid Form. These errors were made in haste while transposing to meet the bid deadline and incoming subcontractor bids on the bid date. Certain unit prices and line items may not have computed properly but the bottom-line number of \$10,419,673.88 does not change. The entire scope of work was included in our bid and the City of Wildwood would have known that if they would have reached out for clarification as opposed to rejecting our bid. The bid process would still be in good faith and done with integrity as the bid amount would not be altered due to these minor clerical issues. Section 1.12 of the Instructions to Bidder states that the Bid Form can be changed if it is initialed so there are provisions in place for such changes.

Your letter cites a section of the Instructions to Bidder regarding 1.11a that does not list the material quotes as being a requirement but only needed if we intend to send the City a Change Order for material escalation, which we do not.

While speaking with Robert Schoepe at the City Hall the morning of 10/25/24; he stated that the Engineer of Record made recommendations based on who they felt would be best suited for the project. This is a bonded job so we do not feel this is justified to spend such a great amount to award the project to the next bidder nor were there any statements in the bid documents that excluded our firm due to experience or qualifications prior to bidding. The 2nd low bidder has consistently been millions higher than the low bid in each of the last two bid submissions. We question if this decision would be proper stewardship of City resources.

Additionally, the recommendation of award by the Engineer or Record for the last bid (ITB 2023-17 on 8/10/23) stated that there were issues with the Bid Form of Earthscapes but they still recommended them for the project, reference CPH's document dated 8/16/23 (attached as Exhibit A) – and these changes did increase their bottom line number. The value of the erosion control, gravity wall and the

PHONE: 352-600-1289



handrail you mentioned as being omitted would not cause there to be a new low bidder if adding values provided by other contractors (estimated around \$250,000.00) to our contract. See attached Exhibit A for reference.

If the difference between the low and 2nd low bid were minor, we feel that this could be justified. However, we do not feel that the taxpayers should bear the burden of an additional \$3,498,026.12 due to small clerical issues that were permitted in previous bids. We feel that this is discriminatory towards our company and as life-long residents and our business being located in Wildwood, we strongly contest the City's decision and request that this non-responsive determination be withdrawn.

I would like to request a formal meeting with the City Manager to discuss this issue at his earliest convenience.

Thank you,

A handwritten signature in blue ink, appearing to read "Ian Nichols", written in a cursive style.

Ian Nichols
President
Kingdom Construction
CGC1524839

EXHIBIT A

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2
CPH BID REVIEW BREAKDOWN
DATE: 8/16/2023



ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	CARR & COLLIER INC.	EarthScapes Unlimited, Inc.	MARK COOK BUILDERS, INC.
A-1	Bonds and Insurance	LS	1	\$ 220,000.00	\$ 220,000.00		\$ 225,001.48	\$ 225,001.48
A-2	Mobilization	LS	1	\$ 1,375,000.00	\$ 1,375,000.00		\$ 792,549.35	\$ 792,549.35
A-3	Preconstruction Topographic Surveying	LS	1	\$ 30,000.00	\$ 30,000.00		\$ 5,200.00	\$ 5,200.00
A-4	Record Drawings	LS	1	\$ 12,000.00	\$ 12,000.00		\$ 25,000.00	\$ 25,000.00
A-5	Demobilization, Cleanup, Project Closeout (Incl. Material and Workmanship Bond)	LS	1	\$ 30,000.00	\$ 30,000.00		\$ 250,000.00	\$ 250,000.00
A-6	Preconstruction Video	LS	1	\$ 2,500.00	\$ 2,500.00		\$ 4,500.00	\$ 4,500.00
A-7	Temporary Traffic Control - Millennium Park	LS	1	\$ 15,000.00	\$ 15,000.00		\$ 33,227.63	\$ 33,227.63
A-8	Temporary Traffic Control - Powell Rd.	LS	1	\$ 15,000.00	\$ 15,000.00		\$ 35,314.88	\$ 35,314.88
A-9	Erosion and Sediment Control	LS	1	\$ 21,000.00	\$ 21,000.00		\$ 101,639.33	\$ 101,639.33
A-10	Silt Fence	LF	10450	\$ 3.00	\$ 31,350.00		\$ 3,011	\$ 3,485.85
A-11	Clearing and Grubbing	LS	1	\$ 447,000.00	\$ 447,000.00		\$ 342,118.36	\$ 342,118.36
A-12	Demolition - Existing Driveway Aprons, Crushed Asphalt Parking Area, Concrete Pad at New Racquetball Court, Misc. Portions of Dirt Trail	LS	1	\$ 397,000.00	\$ 397,000.00		\$ 28,031.70	\$ 28,031.70
B-1	Regular Excavation (ACAD Measurement Based on LIDAR Data and Proposed Elevations and 25% Increase to ACAD Measurement)	CY	27865	\$ 33.00	\$ 919,545.00		\$ 10.19	\$ 283,944.35
B-2	Embankment (Fill Placement) ACAD Measurement Based on LIDAR Data and Proposed Elevations and 25% Increase to ACAD Measurement	CY	26061.3	\$ 29.00	\$ 755,777.70		\$ 13.96	\$ 363,815.75
B-3	Borrow Material (Allowance)	CY	10000	\$ 25.00	\$ 250,000.00		\$ 28.35	\$ 283,500.00
B-4	Allowance - Additional Earthwork (If Needed)	LS	1	\$ 5,000.00	\$ 5,000.00		\$ 80,214.80	\$ 80,214.80
B-5	8" Stabilized Subgrade or 4" Crushed Concrete Subgrade (Furnish and Install) (Trail, Cart Path)	SY	11176	\$ 17.00	\$ 189,992.00		\$ 7.73	\$ 86,390.48
B-6	12" Stabilized Subgrade or 6" Crushed Concrete Subgrade (Furnish and Install) (Road, Turn Lane, Parking Lots, Turnaround Area)	SY	21824	\$ 17.00	\$ 371,008.00		\$ 10.06	\$ 219,549.44
B-7	6" Limerock Base or 6" Crushed Concrete Base (Furnish and Install) (Road, Parking Lots, Trail, Cart Path)	SY	19734	\$ 18.00	\$ 355,212.00		\$ 17.23	\$ 340,016.82
B-8	10" Limerock Base or 10" Crushed Concrete Base (Furnish and Install) (Turn Lane)	SY	563	\$ 30.00	\$ 16,890.00		\$ 29.57	\$ 16,647.91
B-9	Asphalt Surface Course, Type SP 9.5 (1.5") (Furnish and Install) (Trail, Cart Path)	TN	426	\$ 300.00	\$ 127,800.00		\$ 195.95	\$ 83,474.70
B-10	Asphalt Surface Course, Type SP 12.5 (1.5") (Furnish and Install) (Road, Turn Lane, Parking Lots)	TN	1599	\$ 300.00	\$ 479,700.00		\$ 176.44	\$ 282,127.56
B-11	Asphalt Friction Course, Type SP 12.5 (1.5") (Traffic C) (PG 76-22) (Furnish and Install) (Turn Lane)	TN	46	\$ 300.00	\$ 13,800.00		\$ 310.89	\$ 14,300.94
B-12	Ditch Bottom Inlet Type C (P-Bottom) (<10') (Furnish and Install)	EA	14	\$ 13,000.00	\$ 182,000.00		\$ 5,100.65	\$ 71,409.10
B-13	Ditch Bottom Inlet Type C (P-Bottom With Sump) (<10') (Furnish and Install)	EA	1	\$ 14,000.00	\$ 14,000.00		\$ 6,878.00	\$ 6,878.00
B-14	Ditch Bottom Inlet Type C (J-Bottom) (<10') (Furnish and Install)	EA	1	\$ 15,000.00	\$ 15,000.00		\$ 10,069.63	\$ 10,069.63
B-15	Ditch Bottom Inlet Type D (P-Bottom) (<10') (Furnish and Install)	EA	1	\$ 16,000.00	\$ 16,000.00		\$ 6,831.26	\$ 6,831.26
B-16	Ditch Bottom Inlet Type D (J-Bottom) (<10') (Furnish and Install)	EA	3	\$ 17,000.00	\$ 51,000.00		\$ 10,241.04	\$ 30,723.12
B-17	Ditch Bottom Inlet Type D (J-Bottom With Sump) (<10') (Furnish and Install)	EA	2	\$ 18,000.00	\$ 36,000.00		\$ 10,069.63	\$ 20,139.26
B-18	Type P-8 Manhole (<10') (Furnish and Install)	EA	4	\$ 14,000.00	\$ 56,000.00		\$ 5,857.78	\$ 23,431.12
B-19	Type J-8 Manhole (<10') (Furnish and Install)	EA	3	\$ 16,000.00	\$ 48,000.00		\$ 8,204.22	\$ 24,612.66
B-20	Nyoplast or Equal Drain Basin (8") (<10') (Furnish and Install)	EA	3	\$ 1,500.00	\$ 4,500.00		\$ 2,090.55	\$ 6,271.65
B-21	Nyoplast or Equal Drain Basin (10") (<10') (Furnish and Install)	EA	6	\$ 1,600.00	\$ 9,600.00		\$ 2,340.46	\$ 14,042.76
B-22	Nyoplast or Equal Drain Basin (12") (<10') (Furnish and Install)	EA	2	\$ 2,100.00	\$ 4,200.00		\$ 3,113.67	\$ 6,227.34
B-23	Nyoplast or Equal Drain Basin (15") (<10') (Furnish and Install)	EA	2	\$ 2,600.00	\$ 5,200.00		\$ 3,711.10	\$ 7,422.20
B-24	Nyoplast or Equal Drain Basin (24") (<10') (Furnish and Install)	EA	1	\$ 3,600.00	\$ 3,600.00		\$ 4,718.48	\$ 4,718.48
B-25	Concrete Mitered End Section (12") (Furnish and Install)	EA	1	\$ 4,600.00	\$ 4,600.00		\$ 3,114.30	\$ 3,114.30
B-26	Concrete Mitered End Section (18") (Furnish and Install)	EA	4	\$ 5,000.00	\$ 20,000.00		\$ 3,705.04	\$ 14,820.16
B-27	Concrete Mitered End Section (24") (Furnish and Install)	EA	2	\$ 20,000.00	\$ 40,000.00		\$ 4,188.92	\$ 8,377.84
								\$ 2,644,000.00
								\$ 83,262.00
								\$ 83,262.00



ITEM NO.	DESCRIPTION	UNITS	QUANTITY	CGI			EarthScapes			BUILDERS		
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	UNIT PRICE	TOTAL PRICE	TOTAL PRICE
B-28	Concrete Mitred End Section (30") (Furnish and Install)	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 7,599.88	\$ 7,599.88	\$ 7,599.88	\$ 7,599.88	\$ -	\$ -	\$ -
B-29	Concrete Mitred End Section (36") (Furnish and Install)	EA	1	\$ 20,000.00	\$ 20,000.00	\$ 9,213.32	\$ 9,213.32	\$ 9,213.32	\$ 9,213.32	\$ -	\$ -	\$ -
B-30	Concrete Mitred End Section (12"x18") (Furnish and Install)	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 3,520.31	\$ 3,520.31	\$ 7,040.62	\$ 7,040.62	\$ -	\$ -	\$ -
B-31	Concrete Mitred End Section (19"x30") (Furnish and Install)	EA	4	\$ 5,500.00	\$ 22,000.00	\$ 4,180.57	\$ 4,180.57	\$ 16,722.28	\$ 16,722.28	\$ -	\$ -	\$ -
B-32	8" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	141	\$ 55.00	\$ 7,755.00	\$ 74.57	\$ 74.57	\$ 10,514.37	\$ 10,514.37	\$ -	\$ -	\$ -
B-33	10" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	614	\$ 60.00	\$ 36,840.00	\$ 73.96	\$ 73.96	\$ 45,414.44	\$ 45,414.44	\$ -	\$ -	\$ -
B-34	12" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	303	\$ 65.00	\$ 19,695.00	\$ 75.68	\$ 75.68	\$ 22,931.04	\$ 22,931.04	\$ -	\$ -	\$ -
B-35	15" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	649	\$ 70.00	\$ 45,430.00	\$ 82.29	\$ 82.29	\$ 53,406.21	\$ 53,406.21	\$ -	\$ -	\$ -
B-36	18" Storm Sewer (RCP) (Furnish and Install)	LF	1745	\$ 110.00	\$ 191,950.00	\$ 96.55	\$ 96.55	\$ 168,479.75	\$ 168,479.75	\$ -	\$ -	\$ -
B-37	24" Storm Sewer (RCP) (Furnish and Install)	LF	614	\$ 170.00	\$ 104,380.00	\$ 130.24	\$ 130.24	\$ 79,967.36	\$ 79,967.36	\$ -	\$ -	\$ -
B-38	30" Storm Sewer (RCP) (Furnish and Install)	LF	145	\$ 200.00	\$ 29,000.00	\$ 182.95	\$ 182.95	\$ 26,527.75	\$ 26,527.75	\$ -	\$ -	\$ -
B-39	36" Storm Sewer (RCP) (Furnish and Install)	LF	496	\$ 230.00	\$ 114,080.00	\$ 179.03	\$ 179.03	\$ 88,798.88	\$ 88,798.88	\$ -	\$ -	\$ -
B-40	12"x18" Storm Sewer (RCP) (Furnish and Install)	LF	46	\$ 140.00	\$ 6,440.00	\$ 196.03	\$ 196.03	\$ 9,044.98	\$ 9,044.98	\$ -	\$ -	\$ -
B-41	19"x30" Storm Sewer (RCP) (Furnish and Install)	LF	154	\$ 220.00	\$ 33,880.00	\$ 225.65	\$ 225.65	\$ 34,750.10	\$ 34,750.10	\$ -	\$ -	\$ -
B-42	Underdrain Type II (12" PVC, Aggregate, Filter Fabric) (Furnish and Install)	LF	698	\$ 130.00	\$ 90,740.00	\$ 129.09	\$ 129.09	\$ 90,104.82	\$ 90,104.82	\$ -	\$ -	\$ -
B-43	Underdrain Header Pipe (12" PVC) (Furnish and Install)	LF	397	\$ 100.00	\$ 39,700.00	\$ 46.01	\$ 46.01	\$ 18,265.97	\$ 18,265.97	\$ -	\$ -	\$ -
B-44	Underdrain Cleanouts (Furnish and Install)	EA	26	\$ 1,700.00	\$ 44,200.00	\$ 1,826.96	\$ 1,826.96	\$ 47,501.22	\$ 47,501.22	\$ -	\$ -	\$ -
B-45	Concrete Curb and Gutter, Type F (Furnish and Install)	LF	422	\$ 36.00	\$ 15,192.00	\$ 32.15	\$ 32.15	\$ 13,568.99	\$ 13,568.99	\$ -	\$ -	\$ -
B-46	Concrete Valley Gutter (Furnish and Install)	LF	391	\$ 42.00	\$ 16,422.00	\$ 43.41	\$ 43.41	\$ 16,974.29	\$ 16,974.29	\$ -	\$ -	\$ -
B-47	Standard Concrete Sidewalk (Including Ramps and Warning Mats), Bench, and Trash Receptacle Cor	SY	70	\$ 70.00	\$ 4,900.00	\$ 142.88	\$ 142.88	\$ 10,001.32	\$ 10,001.32	\$ -	\$ -	\$ -
B-48	Concrete Sidewalk (4" With Thickened Edge) (Furnish and Install)	SY	485	\$ 95.00	\$ 46,075.00	\$ 142.88	\$ 142.88	\$ 69,294.86	\$ 69,294.86	\$ -	\$ -	\$ -
B-49	Misc. Concrete Pads (6") (Furnish and Install)	SY	417	\$ 100.00	\$ 41,700.00	\$ 102.60	\$ 102.60	\$ 42,785.45	\$ 42,785.45	\$ -	\$ -	\$ -
B-50	Standard Concrete (6") (Furnish and Install) (Trail Crossing at Access Rd)	SY	236	\$ 100.00	\$ 23,600.00	\$ 102.60	\$ 102.60	\$ 24,214.31	\$ 24,214.31	\$ -	\$ -	\$ -
B-51	Heavy Duty Concrete (7") (Furnish and Install) (Food Truck Parking Area and Driveway and Concessio	SY	2326	\$ 135.00	\$ 314,010.00	\$ 107.27	\$ 107.27	\$ 249,514.67	\$ 249,514.67	\$ -	\$ -	\$ -
B-52	Concrete Rip Rap (At Pond Bottom At MES)	SY	134	\$ 200.00	\$ 26,800.00	\$ 149.36	\$ 149.36	\$ 20,014.51	\$ 20,014.51	\$ -	\$ -	\$ -
B-53	Wheel Stops	EA	239	\$ 100.00	\$ 23,900.00	\$ 169.20	\$ 169.20	\$ 40,438.68	\$ 40,438.68	\$ -	\$ -	\$ -
B-54	Three Rail Wood Fence (4 ft) (Furnish and Install) (Along Powell Rd.)	LF	485	\$ 30.00	\$ 14,550.00	\$ 33.84	\$ 33.84	\$ 16,414.58	\$ 16,414.58	\$ -	\$ -	\$ -
B-55	Tennis Court Construction (Sub-base, Base, Concrete, Painting, Striping)	LS	1	\$ 220,000.00	\$ 220,000.00	\$ 146,261.27	\$ 146,261.27	\$ 146,261.27	\$ 146,261.27	\$ -	\$ -	\$ -
B-56	Street Signs and Posts (Furnish and Install)	EA	27	\$ 500.00	\$ 13,500.00	\$ 1,691.94	\$ 1,691.94	\$ 45,682.31	\$ 45,682.31	\$ -	\$ -	\$ -
B-57	Wayfinding Signage	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 6,767.75	\$ 6,767.75	\$ 6,767.75	\$ 6,767.75	\$ -	\$ -	\$ -
B-58	Painted Pavement Markings (4" White at Parking Stalls) (Furnish and Install)	LF	4338	\$ 1.00	\$ 4,338.00	\$ 1.36	\$ 1.36	\$ 5,886.67	\$ 5,886.67	\$ -	\$ -	\$ -
B-59	Painted Pavement Markings (6" Blue at ADA Parking Stalls) (Furnish and Install)	LF	216	\$ 1.50	\$ 324.00	\$ 2.70	\$ 2.70	\$ 583.74	\$ 583.74	\$ -	\$ -	\$ -
B-60	Painted Pavement Markings (6" White at ADA Parking Stalls) (Furnish and Install)	LF	264	\$ 1.50	\$ 396.00	\$ 2.70	\$ 2.70	\$ 713.46	\$ 713.46	\$ -	\$ -	\$ -
B-61	ADA Parking Aisle Striping and Handicap Symbol (Painted) (Furnish and Install)	EA	6	\$ 125.00	\$ 750.00	\$ 406.07	\$ 406.07	\$ 2,436.39	\$ 2,436.39	\$ -	\$ -	\$ -
B-62	Thermoplastic, Std. White, Solid 12"	LF	101	\$ 6.00	\$ 606.00	\$ 6.77	\$ 6.77	\$ 684.12	\$ 684.12	\$ -	\$ -	\$ -
B-63	Thermoplastic, Std. White, Solid, 24"	LF	206	\$ 12.00	\$ 2,472.00	\$ 9.48	\$ 9.48	\$ 1,952.06	\$ 1,952.06	\$ -	\$ -	\$ -
B-64	Thermoplastic, Standard, White, Arrow	EA	11	\$ 120.00	\$ 1,320.00	\$ 101.52	\$ 101.52	\$ 1,116.74	\$ 1,116.74	\$ -	\$ -	\$ -
B-65	Thermoplastic, Std-Op, Yellow, Solid, 12"	LF	393	\$ 8.00	\$ 3,144.00	\$ 6.77	\$ 6.77	\$ 2,661.99	\$ 2,661.99	\$ -	\$ -	\$ -
B-66	Thermoplastic, Std-Op, Yellow, Solid, 6"	LF	1200	\$ 3.00	\$ 3,600.00	\$ 2.70	\$ 2.70	\$ 3,240.00	\$ 3,240.00	\$ -	\$ -	\$ -
C-1	Remove Existing Inactive 6" Force Main	LF	505	\$ 15.00	\$ 7,575.00	\$ 27.11	\$ 27.11	\$ 13,688.26	\$ 13,688.26	\$ -	\$ -	\$ -
C-2	Remove Existing 12" Water Main	LF	1011	\$ 17.00	\$ 17,187.00	\$ 29.64	\$ 29.64	\$ 29,956.84	\$ 29,956.84	\$ -	\$ -	\$ -
C-3	Remove Existing 8" Sanitary Sewer	LF	819	\$ 20.00	\$ 16,380.00	\$ 26.14	\$ 26.14	\$ 21,408.25	\$ 21,408.25	\$ -	\$ -	\$ -
C-4	Remove Existing Sanitary Sewer Manhole	EA	2	\$ 15,000.00	\$ 30,000.00	\$ 3,166.69	\$ 3,166.69	\$ 6,333.37	\$ 6,333.37	\$ -	\$ -	\$ -
C-5	1" Water Service Line (Open Cut or Dir. Drill) (PE) (Furnish and Install)	LF	218	\$ 30.00	\$ 6,540.00	\$ 29.91	\$ 29.91	\$ 6,520.71	\$ 6,520.71	\$ -	\$ -	\$ -
C-6	4" Water Main (Open Cut) (DI) (Restrained) (Furnish and Install)	LF	180	\$ 100.00	\$ 18,000.00	\$ 104.81	\$ 104.81	\$ 11,319.48	\$ 11,319.48	\$ -	\$ -	\$ -



ITEM NO.	DESCRIPTION	UNITS	QUANTITY	CCI		EarthScapes		MARK COOK BUILDERS, INC.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
C-7	8" Water Main (Open Cut) (PVC) (Unrestrained) (Furnish and Install)	LF	151	\$ 110.00	\$ 16,610.00	\$ 79.12	\$ 11,947.12	\$ -	\$ -
C-8	8" Water Main (Open Cut) (PVC) (Restrained) (Furnish and Install)	LF	216	\$ 120.00	\$ 25,920.00	\$ 103.00	\$ 22,248.00	\$ -	\$ -
C-9	12" Water Main (Open Cut) (PVC) (Unrestrained) (Furnish and Install)	LF	848	\$ 140.00	\$ 118,720.00	\$ 100.44	\$ 85,173.97	\$ -	\$ -
C-10	12" Water Main (Open Cut) (PVC) (Restrained) (Furnish and Install)	LF	627	\$ 170.00	\$ 106,590.00	\$ 122.21	\$ 76,625.98	\$ -	\$ -
C-11	4" D.I. Bends (45, 90) (Water Main) (Furnish and Install)	EA	6	\$ 600.00	\$ 3,600.00	\$ 1,148.77	\$ 6,892.62	\$ -	\$ -
C-12	8" D.I. Bends (45, 90) (Water Main) (Furnish and Install)	EA	5	\$ 850.00	\$ 4,250.00	\$ 1,551.40	\$ 7,755.98	\$ -	\$ -
C-13	12" D.I. Bends (11.25, 22.5, 45, 90) (Water Main) (Furnish and Install)	EA	7	\$ 1,400.00	\$ 9,800.00	\$ 2,353.69	\$ 16,475.85	\$ -	\$ -
C-14	12" D.I. Tee (12"x4", 12"x6") (Water Main) (Furnish and Install)	EA	3	\$ 900.00	\$ 2,700.00	\$ 2,787.46	\$ 8,362.39	\$ -	\$ -
C-15	12" D.I. Wye / Tee (12"x12") (Water Main) (Furnish and Install)	EA	2	\$ 2,200.00	\$ 4,400.00	\$ 3,303.49	\$ 6,606.98	\$ -	\$ -
C-16	8" D.I. Plug / Cap (Water Main) (Furnish and Install)	EA	1	\$ 1,900.00	\$ 1,900.00	\$ 899.59	\$ 899.59	\$ -	\$ -
C-17	12" D.I. Plug / Cap (Water Main) (Furnish and Install)	EA	3	\$ 2,000.00	\$ 6,000.00	\$ 1,424.67	\$ 4,274.00	\$ -	\$ -
C-18	Temporary Jumper Connection (Furnish and Install, Remove)	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 4,439.62	\$ 4,439.62	\$ -	\$ -
C-19	12" x 1" Service Saddle and Corp. Stop (Furnish and Install)	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 1,075.40	\$ 2,150.80	\$ -	\$ -
C-20	12" x 8" Tapping Sleeve and Valve (Furnish and Install)	EA	1	\$ 7,000.00	\$ 7,000.00	\$ 9,750.98	\$ 9,750.98	\$ -	\$ -
C-21	12" x 12" Tapping Sleeve and Valve (Furnish and Install)	EA	2	\$ 10,000.00	\$ 20,000.00	\$ 14,724.07	\$ 29,448.14	\$ -	\$ -
C-22	Close Valves, Connect to Existing 12" Water Main	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 3,901.40	\$ 3,901.40	\$ -	\$ -
C-23	1" Gate Valve	EA	2	\$ 700.00	\$ 1,400.00	\$ 1,342.46	\$ 2,684.93	\$ -	\$ -
C-24	Fire Hydrant Assembly (Furnish and Install)	EA	2	\$ 7,600.00	\$ 15,200.00	\$ 9,328.11	\$ 18,656.22	\$ -	\$ -
C-25	Blowoff Assembly (Furnish and Install)	EA	2	\$ 2,600.00	\$ 5,200.00	\$ 2,495.68	\$ 4,991.37	\$ -	\$ -
C-26	Fire Department Connection (4") (Furnish and Install)	EA	1	\$ 9,000.00	\$ 9,000.00	\$ 6,523.43	\$ 6,523.43	\$ -	\$ -
C-27	Line Stop Assembly, 12" (Furnish and Install) (If Needed)	EA	2	\$ 9,000.00	\$ 18,000.00	\$ 9,900.84	\$ 19,801.69	\$ -	\$ -
C-28	Install Thrust Collar, Cut and Cap Existing 12" Water Main	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 2,063.91	\$ 4,127.81	\$ -	\$ -
C-29	Bypass Pumping (Sanitary Sewer)	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 55,508.25	\$ 55,508.25	\$ -	\$ -
C-30	8" Sanitary Sewer Line (Open Cut) (PVC) (Furnish and Install)	LF	1703	\$ 70.00	\$ 119,210.00	\$ 105.64	\$ 179,903.22	\$ -	\$ -
C-31	Sanitary Sewer Manhole (Furnish and Install)	EA	7	\$ 18,000.00	\$ 126,000.00	\$ 9,175.06	\$ 64,225.40	\$ -	\$ -
C-32	Connect to Existing Sanitary Sewer Manhole	EA	2	\$ 2,200.00	\$ 4,400.00	\$ 11,137.73	\$ 22,275.45	\$ -	\$ -
C-33	4" Backflow Preventer Assembly	EA	1	\$ 7,700.00	\$ 7,700.00	\$ -	\$ -	\$ -	\$ -
D-1	Sports Fields Amenities (Base Set, Home Plate, Pitchers Rubber, Dugout Bench, Foul Poles, Batting Cage, Fence Cap, Pickleball Net Posts and Net, Goal Posts, Net Backstop System) (Furnish and Install)	LS	1	\$ 95,000.00	\$ 95,000.00	\$ 188,098.92	\$ 188,098.92	\$ -	\$ -
D-2	Chain Link Fence - Softball Fields (Vinyl Coated Black) (With Fence Cap) (6-ft) (Furnish and Install)	LF	2120	\$ 65.00	\$ 137,800.00	\$ 50.81	\$ 107,717.20	\$ -	\$ -
D-3	Chain Link Fence With Windscreen (Vinyl Coated Black) (10-ft) (Furnish and Install)	LF	488	\$ 120.00	\$ 58,560.00	\$ 90.54	\$ 44,183.52	\$ -	\$ -
D-4	Black Netting Backstop (25' H) (Furnish and Install)	LF	400	\$ 500.00	\$ 200,000.00	\$ 281.77	\$ 112,708.00	\$ -	\$ -
D-5	Pedestrian Chain Link Fence Gate (Vinyl Coated Black) (3-ft Opening, 6-Ft) (Furnish and Install)	EA	4	\$ 3,000.00	\$ 12,000.00	\$ 769.96	\$ 3,079.44	\$ -	\$ -
D-6	Double Swing Chain Link Fence Gate (Vinyl Coated Black) (12-ft Opening, 6-Ft) (Furnish and Install)	EA	2	\$ 1,200.00	\$ 2,400.00	\$ 1,347.26	\$ 2,694.52	\$ -	\$ -
D-7	Bahia Sod for Disturbed Areas	SY	63221	\$ 6.00	\$ 379,326.00	\$ 3.50	\$ 221,273.50	\$ -	\$ -
D-8	Tennis Court Chain Link Fence Gate With Windscreen (Vinyl Coated Black) (4-ft Opening, 10-Ft) (Furnish and Install)	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 769.86	\$ 769.86	\$ -	\$ -
D-9	Litter Receptacle With Dome Lid	EA	19	\$ 2,200.00	\$ 41,800.00	\$ 2,424.72	\$ 46,069.68	\$ -	\$ -
D-10	Bench	EA	27	\$ 3,200.00	\$ 86,400.00	\$ 3,592.73	\$ 97,003.71	\$ -	\$ -
D-11	Drake' Chinese Elm 2.5" Cal., 10' Min. Ht., 4' Min. Sprd.	EA	42	\$ 650.00	\$ 27,300.00	\$ 730.00	\$ 30,660.00	\$ -	\$ -
D-12	Dahoon Holly 2" Cal., 8' Min. Ht., 4' Min., Sprd	EA	25	\$ 600.00	\$ 15,000.00	\$ 730.00	\$ 18,250.00	\$ -	\$ -



ITEM NO.	DESCRIPTION	UNITS	QUANTITY	CARR & COLLIER, INC.		EarthScapes Unlimited, Inc.		MARK COOK BUILDERS, INC.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
D-13	Red Maple 3" Cal., 10' Min. Ht., 5' Min. Sprd	EA	21	\$ 450.00	\$ 9,450.00	\$ 880.00	\$ 18,480.00		
D-14	Muskegee Grape Myrtle 8' Min. Ht., 4' Min. Sprd	EA	37	\$ 200.00	\$ 7,400.00	\$ 530.00	\$ 19,610.00		
D-15	Cathedral Oak 6" Cal., 20' Min. Ht., 10' Min. Sprd.	EA	26	\$ 2,000.00	\$ 52,000.00	\$ 2,380.00	\$ 61,880.00		
D-16	Live Oak 3" Cal., 12' Min. Ht., 6' Min. Sprd.	EA	50	\$ 800.00	\$ 40,000.00	\$ 880.00	\$ 44,000.00		
D-17	Twilight Grape Myrtle 8' Min. Ht., 4' Min. Sprd.	EA	41	\$ 350.00	\$ 14,350.00	\$ 530.00	\$ 21,730.00		
D-18	Dynamite Grape Myrtle 8' Min. Ht., 4' Min. Sprd.	EA	22	\$ 375.00	\$ 8,250.00	\$ 530.00	\$ 11,660.00		
D-19	Black Diamond Grape 8' Min. Ht., 4' Min. Sprd.	EA	3	\$ 400.00	\$ 1,200.00	\$ 530.00	\$ 1,590.00		
D-20	Natchez Grape Myrtle 8' Min. Ht., 4' Min. Sprd.	EA	24	\$ 360.00	\$ 8,640.00	\$ 530.00	\$ 12,720.00		
D-21	Cabbage Palm 16' - 26' Ct., Vary Heights, 32 Slick Trunks, 15' O.C. Where Clustered	EA	32	\$ 400.00	\$ 12,800.00	\$ 980.00	\$ 31,360.00		
D-22	Silver Palmetto, 1 Gal., Full, 24" O.C.	EA	96	\$ 30.00	\$ 2,880.00	\$ 75.50	\$ 7,248.00		
D-23	Cord Grass, 1 Gal., Full, 24" O.C.	EA	692	\$ 25.00	\$ 17,300.00	\$ 54.50	\$ 37,714.00		
D-24	Swamp Sunflower, 1 Gal., Full, 24" O.C.	EA	76	\$ 30.00	\$ 2,280.00	\$ 54.50	\$ 4,142.00		
D-25	Soft Rush, 1 Gal., Full, 24" O.C.	EA	217	\$ 23.00	\$ 5,001.00	\$ 54.50	\$ 11,826.50		
D-26	Pickrelweed, 1 Gal., Full, 24" O.C.	EA	388	\$ 25.00	\$ 9,700.00	\$ 54.50	\$ 21,146.00		
D-27	Bermuda 419 Grass (Baseball Fields and Soccer Field)	SY	47413	\$ 8.00	\$ 379,304.00	\$ 7.29	\$ 345,640.77		
D-28	Baseball Infield Clay	SY	4319	\$ 30.00	\$ 129,570.00	\$ 30.16	\$ 148,205.27		
D-29	Irrigation	LS	1	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,009,590.92	\$ 1,009,590.92		
D-30	Seed and Mulch	SY	3394	\$ 2.00	\$ 6,788.00	\$ 4.23	\$ 14,356.62		
E-1	Basketball Court Pre-Engineered Roof and Columns (Furnish and Install)	LS	1	\$ 1,300,000.00	\$ 1,300,000.00	\$ 585,599.58	\$ 585,599.58		
E-2	Basketball Hoop Structures and Hoops (Furnish and Install)	LS	1	\$ 38,000.00	\$ 38,000.00	\$ 25,000.00	\$ 25,000.00		
E-3	Basketball Court Furnishings (Bleachers, Benches, Tables, Water Fountains) (Furnish and Install)	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 106,462.40	\$ 106,462.40		
E-4	Basketball Court Floor and Foundation Including Column Footers (Furnish and Install)	LS	1	\$ 250,000.00	\$ 250,000.00	\$ 197,652.50	\$ 197,652.50		
E-5	Riser Room Outside Basketball Courts (Furnish and Install)	LS	1	\$ 80,000.00	\$ 80,000.00	\$ 44,455.71	\$ 44,455.71		
E-6	Basketball Courts Fire Protection System (Furnish and Install)	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 57,739.83	\$ 57,739.83		
E-7	Basketball Courts Plumbing (Water and Sewer) (Furnish and Install)	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 19,246.62	\$ 19,246.62		
E-8	Racquetball Court Block Walls, Door, Beams, Roof, and Foundation (Furnish and Install)	LS	1	\$ 130,000.00	\$ 130,000.00	\$ 276,659.35	\$ 276,659.35		
E-9	Racquetball Court Floor (Furnish and Install)	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 18,464.00	\$ 18,464.00		
F-1	Electrical Panels and Field Lighting Cabinet, Service Rack, Power Rack (Furnish and Install)	LS	1	\$ 225,000.00	\$ 225,000.00	\$ 23,857.40	\$ 23,857.40		
F-2	Misc. Electrical Including Conduit, Wire, and Appurtenances (Furnish and Install)	LS	1	\$ 70,000.00	\$ 70,000.00	\$ 273,179.98	\$ 273,179.98		
F-3	Transformer - Coordinate With Duke Energy (Duke Energy to Install Transformer, Pad, Conduits, Pedestal and Appurtenances)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,924.66	\$ 1,924.66		
F-4	Parking Lot Lights - Coordinate With Duke Energy (Duke Energy to furnish and install parking lot lights including poles, fixtures, foundation, connecting conduits, wires etc.)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,924.66	\$ 1,924.66		
F-5	Street Lights - Coordinate With Duke Energy (Duke Energy to furnish and install parking poles, fixtures, foundation, connecting conduits, wires etc.)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,924.66	\$ 1,924.66		
F-6	Community Center Area Lights - Coordinate with Duke Energy - Duke Energy to furnish and install new fixtures (the new fixtures are to match those proposed with the internal roadway network). Single point connection for concession stand, fed from panel lpc-2.4. Verify exact location with owner for power source to enter the Concession stand. Provide 120/208v, 3 ph, 125a load center and coordinate load locations with the City.	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,849.32	\$ 3,849.32		
F-7	Furnish and install 20a, weather proof gfi receptacle in each Dugout. Coordinate with the City on the exact location. Receptacles to be fed out of panel lpc (ckt-1).	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 3,400.23	\$ 3,400.23		
F-8	Basketball Court Electrical and Lighting, Control Boxes, Etc. (Furnish and Install)	LS	1	\$ 95,000.00	\$ 95,000.00	\$ 102,969.27	\$ 102,969.27		



ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	EarthScapes Unlimited, Inc.	EarthScapes Unlimited, Inc.	MARK COOK BUILDERS, INC.
F-10	Tennis Court Electrical and Lighting Control Boxes, Etc. (Furnish and Install)	LS	1	\$ 85,000.00	\$ 85,000.00	\$ 101,108.86	\$ 101,108.86	\$ -
TOTALS				\$ 85,000.00	\$ 85,000.00	\$ 101,108.86	\$ 101,108.86	\$ -

BID ALTERNATES								
ALT-1	Concrete Ribbon Curb	LF	6050	\$ 30.00	\$ 181,500.00	\$ 27.50	\$ 166,375.00	\$ 41.00
ALT-2	Three Rail Wood Fence (4 ft) (Furnish and Install) (Onsite Between the Grass Parking area and the new Trail)	LF	564	\$ 32.00	\$ 18,048.00	\$ 15.00	\$ 8,460.00	\$ 32.00
BID ALTERNATE TOTALS				\$ 199,548.00	\$ 199,548.00	\$ 174,835.00	\$ 174,835.00	\$ 265,098.00

BID CATEGORY BREAKDOWN								
A	General			\$ 2,595,850.00	\$ 2,595,850.00	\$ 1,874,068.58	\$ 1,874,068.58	\$ 1,000,000.00
B	Earthwork, Roads, Parking Lots, & Stormwater			\$ 5,599,113.70	\$ 5,599,113.70	\$ 3,770,562.78	\$ 3,770,562.78	\$ 3,000,000.00
C	Water & Sewer Construction			\$ 746,282.00	\$ 746,282.00	\$ 753,137.10	\$ 753,137.10	\$ 1,000,000.00
D	Hardscape, Landscape, & Irrigation			\$ 2,771,389.00	\$ 2,771,389.00	\$ 2,658,688.43	\$ 2,658,688.43	\$ 3,000,000.00
E	Architectural, Fire Protection, & Plumbing			\$ 2,055,000.00	\$ 2,055,000.00	\$ 1,331,279.99	\$ 1,331,279.99	\$ 2,000,000.00
F	Electrical			\$ 508,000.00	\$ 508,000.00	\$ 516,063.70	\$ 516,063.70	\$ 1,192,615.00
ALT	Bid Alternates			\$ 199,548.00	\$ 199,548.00	\$ 174,835.00	\$ 174,835.00	\$ 265,098.00
TOTALS INCLUDING BID ALTERNATES				\$ 14,475,182.70	\$ 14,475,182.70	\$ 11,078,635.58	\$ 11,078,635.58	\$ 11,458,713.00

LEGEND

\$ 100.00	= Lowest price for a bid item or category.
\$ 100.00	= Total price is not a direct multiple of the unit price.
\$ -	= Item or unit price is not specifically listed in the bid.
\$ 100.00	= Total price was provided based on incorrect quantity.
\$ 100.00	= Total price differs substantially from unit price multiplied by item quantity.

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID DOCUMENT CHECKLIST
DATE: 8/16/2023



				
SECTION #	DOCUMENT DESCRIPTION	CARR & COLLIER, INC.	EARTHSCAPES UNLIMITED, INC.	MARK COOK BUILDERS, INC.
00410	PROPOSAL (BID FORM)	☒	☒	☒
00420	BID BOND FORM	☒	☒	☒
00430	TRENCH SAFETY FORM	☒	☒	☐
00432	NON COLLUSION AFFIDAVIT	☒	☒	☒
00434	CONFLICT OF INTEREST AFFIDAVIT	☒	☒	☒
00436	FLORIDA STATUTES ON PUBLIC ENTITY CRIMES AFFIDAVIT	☒	☒	☒
00438	COMPLIANCE WITH THE PUBLIC RECORDS LAW AFFIDAVIT	☒	☒	☒
00440	BIDDER INFORMATION AND AFFIDAVIT	☒	☒	☒
00450	CERTIFICATION OF NON-SEGREGATED FACILITIES FORM	☒	☒	☒
00452	DISPUTES DISCLOSURE FORM	☒	☒	☒
00454	DRUG FREE WORKPLACE FORM	☒	☒	☒
00455	CERTIFICATION REGARDING NON-SCRUTINIZED COMPANIES	☒	☒	☒
00456	UNAUTHORIZED ALIEN WORKERS AFFIDAVIT	☒	☒	☒
00458	E-VERIFY COMPLIANCE AFFIDAVIT	☒	☒	☒
00460	AMERICANS WITH DISABILITIES ACT AFFIDAVIT	☒	☒	☒
00462	EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION	☒	☒	☒
00463	CERTIFICATION REGARDING DEBARMENT	☒	☒	☒
00465	SCHEDULE OF PROPOSED SUBCONTRACTORS	☒	☒	☐
N/A	W-9 IDENTIFICATION NUMBER & CERTIFICATION	☒	☒	☐
N/A	GENERAL CONTRACTING LICENSE	☒	☒	☒
N/A	UNDERGROUND UTILITY & EXCAVATION CERTIFICATION	☒	☐	☐
N/A	IRRIGATION CONTRACTOR LICENSE	☐	☒	☐
N/A	CERTIFICATE OF LIABILITY INSURANCE	☒	☐	☐

LEGEND

- ☐ = Document not provided
- ☐ 0 = Document provided in an incomplete or unsatisfactory format
- ☒ X = Document provided in a complete and acceptable format



CPH BID NOTES & RECOMMENDATION

DATE: 8/16/2023

CARR & COLLIER, INC. BID NOTES

1. Most complete bid, with no noted exclusions or discrepancies.
2. All quantities match the most recent Addendum and indicate attention to Addendum changes.
3. The bid prices are particularly high with respect to mobilization, demolition, and earthwork.
4. This bid is the highest cost of the 3 bids being considered; exactly \$3,312,876.37 more than the lowest bid.
5. This bidder was the most inquisitive and responsive during the "out-to-bid" process.

EARTHSCAPES UNLIMITED, INC. BID NOTES

1. The provided bid total (\$10,980,578.33) does not match the sum of the item price totals (\$10,903,800.58).
2. A total of 35 bid item price totals are not exact multiples of the unit price, though usually within a few dollars.
3. A total of 3 bid item price totals used an incorrect quantity, resulting in an expected net increase of \$1,344.09.
4. A total of 3 bid item price totals differ significantly from being a multiple of the unit price, resulting in an expected net increase of \$36,720.00. All 3 of these items were related to landscaping.
5. A 4" backflow preventor assembly was omitted from the bid. This item carries an anticipated cost between \$7,000 and \$9,500.
6. This bid is the lowest cost of the 3 bids, even considering omissions and errors. This bidder was also the lowest on bid alternate items.
7. This bidder provided competitive pricing across all categories.
8. This bidder was active and responsive throughout the "out-to-bid" process.
9. General contractor for adjacent Parkview (A.K.A. Juliette) site.

MARK COOK BUILDERS, INC. BID NOTES

1. Unit prices were not provided for all but 4 items in the bid package.
2. This bid is the 2nd lowest cost of the 3 bids considered; exactly \$212,036.67 more than the lowest bid.
3. This bidder provided the highest cost for bid alternate items; \$91,263.00 more than the lowest price.
4. CPH has no direct record of contact with this bidder during the "out-to-bid" process.
5. This bidder was substantially lowest for mobilization, demolition, earthwork, and paving costs. However, they were also substantially highest for water, sewer, and electrical costs.

CPH FINAL RECOMMENDATION

CPH recommends **Earthscapes Unlimited, Inc.** as the lowest responsive and responsible bidder. Earthscapes Unlimited, Inc. provided all required bid documents to demonstrate their capability and intent to perform the project scope. The errors and omissions noted in the provided bid package have been deemed as relatively minor and would not result in a new lowest bidder, if corrected. Additionally, Earthscapes Unlimited, Inc. presents the added benefit of having been the general contractor on the adjacent Parkview (A.K.A. Juliette) site and should be able to mobilize most efficiently. They are also expected to have first-hand knowledge of the construction of the joint-use stormwater pond, which will also serve the Millennium Park site.

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2
CPH BID REVIEW BREAKDOWN
DATE: 10/18/2024
BID DATE: 10/15/2024



ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A-1	Bonds and Insurance	LS	1	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00
A-2	Mobilization	LS	1	\$ 1,313,475.84	\$ 1,313,475.84	\$ 1,313,475.84	\$ 1,313,475.84	\$ 1,313,475.84	\$ 1,313,475.84
A-3	Preconstruction Topographic Surveying	LS	1	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00
A-4	Record Drawings	LS	1	\$ 58,000.00	\$ 58,000.00	\$ 58,000.00	\$ 58,000.00	\$ 58,000.00	\$ 58,000.00
A-5	Demobilization, Cleanup, Project Closeout (incl. Material and Workmanship Bond)	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
A-6	Preconstruction Video	LS	1	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00
A-7	Temporary Traffic Control - Millennium Park	LS	1	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00
A-8	Temporary Traffic Control - Powell Rd.	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
A-9	Erosion and Sediment Control	LS	1	\$ 16,900.00	\$ 16,900.00	\$ 16,900.00	\$ 16,900.00	\$ 16,900.00	\$ 16,900.00
A-10	Silt Fence	LF	10550	\$ 5.00	\$ 52,750.00	\$ 5.00	\$ 52,750.00	\$ 5.00	\$ 52,750.00
A-11	Clearing and Grubbing	LS	1	\$ 284,600.00	\$ 284,600.00	\$ 284,600.00	\$ 284,600.00	\$ 284,600.00	\$ 284,600.00
A-12	Demolition - Existing Driveway Aprons, Crushed Asphalt Parking Area, Concrete Pad at New Racquetball Court, Misc. Portions of Dirt Trail	LS	1	\$ 155,000.00	\$ 155,000.00	\$ 155,000.00	\$ 155,000.00	\$ 155,000.00	\$ 155,000.00
B-1	Regular Excavation (ACAD Measurement Based on LIDAR Data and Proposed Elevations and 25% Increase to ACAD Measurement)	CY	27865	\$ 27.00	\$ 752,355.00	\$ 27.00	\$ 752,355.00	\$ 27.00	\$ 752,355.00
B-2	Embankment (Fill Placement) ACAD Measurement Based on LIDAR Data and Proposed Elevations and 25% Increase to ACAD Measurement	CY	26061.3	\$ 20.00	\$ 521,226.00	\$ 20.00	\$ 521,226.00	\$ 20.00	\$ 521,226.00
B-3	Borrow Material (Allowance)	CY	10000	\$ 45.00	\$ 450,000.00	\$ 45.00	\$ 450,000.00	\$ 45.00	\$ 450,000.00
B-4	Allowance - Additional Earthwork (If Needed)	LS	1	\$ 222,475.00	\$ 222,475.00	\$ 222,475.00	\$ 222,475.00	\$ 222,475.00	\$ 222,475.00
B-5	8" Stabilized Subgrade or 4" Crushed Concrete Subgrade (Furnish and Install) (Trail, Cart Path)	SY	11126	\$ 13.75	\$ 153,670.00	\$ 13.75	\$ 153,670.00	\$ 13.75	\$ 153,670.00
B-6	12" Stabilized Subgrade or 6" Crushed Concrete Subgrade (Furnish and Install) (Road, Turn Lane, Parking Lots, Turnaround Area)	SY	71824	\$ 19.00	\$ 1,364,656.00	\$ 19.00	\$ 1,364,656.00	\$ 19.00	\$ 1,364,656.00
B-7	6" Limerock Base or 6" Crushed Concrete Base (Furnish and Install) (Road, Parking Lots, Trail, Cart Path)	SY	19734	\$ 16.00	\$ 315,744.00	\$ 16.00	\$ 315,744.00	\$ 16.00	\$ 315,744.00
B-8	10" Limerock Base or 10" Crushed Concrete Base (Furnish and Install) (Turn Lane)	SY	563	\$ 28.00	\$ 15,764.00	\$ 28.00	\$ 15,764.00	\$ 28.00	\$ 15,764.00
B-9	Asphalt Surface Course, Type SP 9.5 (1.5") (Furnish and Install) (Trail, Cart Path)	TN	426	\$ 241.00	\$ 102,666.00	\$ 241.00	\$ 102,666.00	\$ 241.00	\$ 102,666.00
B-10	Asphalt Surface Course, Type SP 12.5 (1.5") (Furnish and Install) (Road, Turn Lane, Parking Lots)	TN	1599	\$ 240.00	\$ 383,760.00	\$ 240.00	\$ 383,760.00	\$ 240.00	\$ 383,760.00
B-11	Asphalt Friction Course, Type SP 12.5 (1.5") (Traffic C) (PG 76-22) (Furnish and Install) (Turn Lane)	TN	46	\$ 735.00	\$ 33,810.00	\$ 735.00	\$ 33,810.00	\$ 735.00	\$ 33,810.00
B-12	Ditch Bottom Inlet Type C (P-Bottom) (c107) (Furnish and Install)	EA	14	\$ 6,445.00	\$ 90,230.00	\$ 6,445.00	\$ 90,230.00	\$ 6,445.00	\$ 90,230.00
B-13	Ditch Bottom Inlet Type C (P-Bottom With Sump) (c107) (Furnish and Install)	EA	1	\$ 6,800.00	\$ 6,800.00	\$ 6,800.00	\$ 6,800.00	\$ 6,800.00	\$ 6,800.00
B-14	Ditch Bottom Inlet Type D (P-Bottom) (c107) (Furnish and Install)	EA	1	\$ 10,200.00	\$ 10,200.00	\$ 10,200.00	\$ 10,200.00	\$ 10,200.00	\$ 10,200.00
B-15	Ditch Bottom Inlet Type D (P-Bottom) (c107) (Furnish and Install)	EA	1	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
B-16	Ditch Bottom Inlet Type D (P-Bottom) (c107) (Furnish and Install)	EA	1	\$ 13,170.00	\$ 13,170.00	\$ 13,170.00	\$ 13,170.00	\$ 13,170.00	\$ 13,170.00
B-17	Ditch Bottom Inlet Type D (P-Bottom With Sump) (c107) (Furnish and Install)	EA	2	\$ 12,950.00	\$ 25,900.00	\$ 12,950.00	\$ 25,900.00	\$ 12,950.00	\$ 25,900.00
B-18	Type P-8 Manhole (c107) (Furnish and Install)	EA	4	\$ 9,300.00	\$ 37,200.00	\$ 9,300.00	\$ 37,200.00	\$ 9,300.00	\$ 37,200.00
B-19	Type J-8 Manhole (c107) (Furnish and Install)	EA	3	\$ 11,670.00	\$ 35,010.00	\$ 11,670.00	\$ 35,010.00	\$ 11,670.00	\$ 35,010.00
B-20	Nyoblast or Equal Drain Basin (8") (c107) (Furnish and Install)	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 1,500.00	\$ 4,500.00	\$ 1,500.00	\$ 4,500.00
B-21	Nyoblast or Equal Drain Basin (10") (c107) (Furnish and Install)	EA	6	\$ 1,885.00	\$ 11,310.00	\$ 1,885.00	\$ 11,310.00	\$ 1,885.00	\$ 11,310.00
B-22	Nyoblast or Equal Drain Basin (12") (c107) (Furnish and Install)	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 2,500.00	\$ 5,000.00	\$ 2,500.00	\$ 5,000.00
B-23	Nyoblast or Equal Drain Basin (15") (c107) (Furnish and Install)	EA	2	\$ 2,800.00	\$ 5,600.00	\$ 2,800.00	\$ 5,600.00	\$ 2,800.00	\$ 5,600.00
B-24	Nyoblast or Equal Drain Basin (24") (c107) (Furnish and Install)	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
B-25	Concrete Mitered End Section (12") (Furnish and Install)	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
B-26	Concrete Mitered End Section (18") (Furnish and Install)	EA	4	\$ 3,375.00	\$ 13,500.00	\$ 3,375.00	\$ 13,500.00	\$ 3,375.00	\$ 13,500.00
B-27	Concrete Mitered End Section (24") (Furnish and Install)	EA	2	\$ 3,950.00	\$ 7,900.00	\$ 3,950.00	\$ 7,900.00	\$ 3,950.00	\$ 7,900.00
B-28	Concrete Mitered End Section (30") (Furnish and Install)	EA	1	\$ 7,900.00	\$ 7,900.00	\$ 7,900.00	\$ 7,900.00	\$ 7,900.00	\$ 7,900.00
B-29	Concrete Mitered End Section (36") (Furnish and Install)	EA	1	\$ 7,900.00	\$ 7,900.00	\$ 7,900.00	\$ 7,900.00	\$ 7,900.00	\$ 7,900.00
B-30	Concrete Mitered End Section (42") (Furnish and Install)	EA	2	\$ 15,800.00	\$ 31,600.00	\$ 15,800.00	\$ 31,600.00	\$ 15,800.00	\$ 31,600.00
B-31	Concrete Mitered End Section (48") (Furnish and Install)	EA	4	\$ 3,950.00	\$ 15,800.00	\$ 3,950.00	\$ 15,800.00	\$ 3,950.00	\$ 15,800.00
B-32	8" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	141	\$ 56.00	\$ 7,896.00	\$ 56.00	\$ 7,896.00	\$ 56.00	\$ 7,896.00

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2
CPH BID REVIEW BREAKDOWN
DATE: 10/18/2024
BID DATE: 10/15/2024



ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	CARR & COLLIER, INC.	CVR CONTRACTING, INC.	KINGDOM CONSTRUCTION	H.A. CONTRACTING CORP.
B-33	10" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	614	\$ 57.00	\$ 34,998.00				
B-34	12" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	303	\$ 60.00	\$ 18,180.00				
B-35	15" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	649	\$ 63.00	\$ 40,887.00				
B-36	18" Storm Sewer (RCP) (Furnish and Install)	LF	1745	\$ 150.00	\$ 261,750.00				
B-37	24" Storm Sewer (RCP) (Furnish and Install)	LF	614	\$ 200.00	\$ 122,800.00				
B-38	30" Storm Sewer (RCP) (Furnish and Install)	LF	145	\$ 280.00	\$ 40,600.00				
B-39	36" Storm Sewer (RCP) (Furnish and Install)	LF	496	\$ 330.00	\$ 163,680.00				
B-40	12"x18" Storm Sewer (RCP) (Furnish and Install)	LF	46	\$ 220.00	\$ 10,120.00				
B-41	19"x30" Storm Sewer (RCP) (Furnish and Install)	LF	154	\$ 300.00	\$ 46,200.00				
B-42	Underdrain Type II (12" PVC Aggregate, Filter Fabric) (Furnish and Install)	LF	698	\$ 105.00	\$ 73,290.00				
B-43	Underdrain Header Pipe (12" PVC) (Furnish and Install)	LF	397	\$ 60.00	\$ 23,820.00				
B-44	Underdrain Cleanouts (Furnish and Install)	EA	26	\$ 2,000.00	\$ 52,000.00				
B-45	Concrete Curb and Gutter, Type 'F' (Furnish and Install)	LF	422	\$ 35.00	\$ 14,770.00				
B-46	Concrete Valley Gutters (Furnish and Install)	LF	391	\$ 46.00	\$ 17,986.00				
B-47	Standard Concrete Sidewalk (Including Ramps and Warning Mats)	SY	70	\$ 80.00	\$ 5,600.00				
B-48	Standard Concrete Trail (10' Wide, 4" Thick) (Furnish and Install)	SY	1087	\$ 78.00	\$ 84,786.00				
B-49	Concrete Sidewalk (4" With Thickened Edge) (Furnish and Install)	SY	485	\$ 58.00	\$ 28,130.00				
B-50	Misc. Concrete Pads (6") (Furnish and Install)	SY	417	\$ 100.00	\$ 41,700.00				
B-51	Standard Concrete (8") (Furnish and Install) (Trail Crossing at Access Rd)	SY	81	\$ 111.00	\$ 8,991.00				
B-52	Heavy Duty Concrete (7") (Furnish and Install) (Food Truck Parking Area and Driveway and Concession Building and Restroom Concrete)	SY	2326	\$ 110.00	\$ 255,860.00				
B-53	Concrete Rip Rap (At Pond Bottom at MES)	SY	134	\$ 202.00	\$ 27,084.00				
B-54	Wheel Stops	EA	239	\$ 104.00	\$ 24,856.00				
B-55	Three Rail Wood Fence (4 ft) (Furnish and Install) (Along Powell Rd.)	LF	485	\$ 21.00	\$ 10,185.00				
B-56	Tennis Court Construction (Sub-base, Base, Concrete, Painting, Striping)	LS	1	\$ 244,000.00	\$ 244,000.00				
B-57	Street Signs and Posts (Furnish and Install)	EA	27	\$ 1,500.00	\$ 40,500.00				
B-58	Wayfinding Signage	LS	1	\$ 100.00	\$ 100.00				
B-59	Painted Pavement Markings (4" White at Parking Stalls) (Furnish and Install)	LF	4338	\$ 2.00	\$ 8,676.00				
B-60	Painted Pavement Markings (6" Blue at ADA Parking Stalls) (Furnish and Install)	LF	216	\$ 2.75	\$ 594.00				
B-61	Painted Pavement Markings (6" White at ADA Parking Stalls) (Furnish and Install)	LF	264	\$ 2.25	\$ 594.00				
B-62	ADA Parking Aisle Striping and Handicap Symbol (Painted) (Furnish and Install)	EA	6	\$ 383.00	\$ 2,298.00				
B-63	Thermoplastic, Std. White, Solid 12"	LF	101	\$ 11.00	\$ 1,110.00				
B-64	Thermoplastic, Std. White, Solid 24"	LF	206	\$ 14.00	\$ 2,884.00				
B-65	Thermoplastic, Standard, White, Arrow	EA	11	\$ 155.00	\$ 1,705.00				
B-66	Thermoplastic, Std-Op, Yellow, Solid, 12"	LF	393	\$ 7.00	\$ 2,751.00				
B-67	Thermoplastic, Std-Op, Yellow, Solid, 6"	LF	1200	\$ 3.75	\$ 4,500.00				
B-69	Gravity Retaining Wall	CY	24	\$ 2,166.00	\$ 51,984.00				
B-69	Pipe Guardrail	LF	152	\$ 29.00	\$ 4,408.00				
C-1	Remove Existing Inactive 6" Force Main	LF	505	\$ 18.00	\$ 9,090.00				
C-2	Remove Existing 12" Water Main	LF	1011	\$ 18.00	\$ 18,198.00				
C-3	Remove Existing 8" Sanitary Sewer	LF	819	\$ 52.00	\$ 42,588.00				
C-4	Remove Existing Sanitary Sewer Manhole	EA	2	\$ 7,350.00	\$ 14,700.00				
C-5	1" Water Service Line (Open Cut or Dir. Drill) (PE) (Furnish and Install)	LF	218	\$ 26.00	\$ 5,668.00				
C-6	4" Water Main (Open Cut) (D) (Restrained) (Furnish and Install)	LF	180	\$ 126.00	\$ 22,680.00				
C-7	8" Water Main (Open Cut) (PVC) (Unrestrained) (Furnish and Install)	LF	151	\$ 75.00	\$ 11,325.00				
C-8	8" Water Main (Open Cut) (PVC) (Restrained) (Furnish and Install)	LF	216	\$ 78.00	\$ 16,848.00				
C-9	12" Water Main (Open Cut) (PVC) (Unrestrained) (Furnish and Install)	LF	848	\$ 137.00	\$ 116,816.00				

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2
CPH BID REVIEW BREAKDOWN
DATE: 10/18/2024
BID DATE: 10/15/2024



ITEM NO.	DESCRIPTION	UNITS	QUANTITY	CARR & COLLIER, INC.		CVR CONTRACTING, INC.		KINGDOM CONSTRUCTION		H.A. CONTRACTING CORP.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
D-21	Live Oak 3" Cal. 12' Min. Ht., 6' Min. Spd.	EA	58	\$ 680.00	\$ 39,440.00	\$ 1,003.00	\$ 58,174.00	\$ 826.80	\$ 47,954.40	\$ 500.00	\$ 29,000.00
D-22	Twilight Grape Myrtle 8' Min. Ht., 4' Min. Spd.	EA	41	\$ 250.00	\$ 10,250.00	\$ 614.00	\$ 25,174.00	\$ 618.80	\$ 25,370.80	\$ 200.00	\$ 8,200.00
D-23	Dynamite Grape Myrtle 8' Min. Ht., 4' Min. Spd.	EA	22	\$ 250.00	\$ 5,500.00	\$ 614.00	\$ 13,508.00	\$ 618.80	\$ 13,613.60	\$ 200.00	\$ 4,400.00
D-24	Black Diamond Grape 8' Min. Ht., 4' Min. Spd.	EA	3	\$ 250.00	\$ 750.00	\$ 614.00	\$ 1,842.00	\$ 618.80	\$ 1,856.40	\$ 200.00	\$ 600.00
D-25	Natchez Grape Myrtle 8' Min. Ht., 4' Min. Spd.	EA	24	\$ 250.00	\$ 6,000.00	\$ 614.00	\$ 14,736.00	\$ 618.80	\$ 14,851.20	\$ 300.00	\$ 7,200.00
D-26	Cabbage Palm 16" - 26" Ct., Vary Heights. 32 Stick Trunks. 15' O.C. Where Clustered	EA	32	\$ 520.00	\$ 16,640.00	\$ 1,117.00	\$ 35,744.00	\$ 514.80	\$ 16,473.60	\$ 400.00	\$ 12,800.00
D-27	Silver Palmetto. 1 Gal. Full, 24" O.C.	EA	96	\$ 16.00	\$ 1,536.00	\$ 85.41	\$ 8,199.36	\$ 305.80	\$ 29,452.80	\$ 200.00	\$ 19,200.00
D-28	Cord Grass. 1 Gal. Full, 24" O.C.	EA	692	\$ 9.00	\$ 6,228.00	\$ 62.00	\$ 42,904.00	\$ 6.19	\$ 4,278.92	\$ 7.00	\$ 4,844.00
D-29	Swamp Sunflower. 1 Gal. Full, 24" O.C.	EA	276	\$ 9.00	\$ 2,484.00	\$ 62.00	\$ 4,712.00	\$ 6.19	\$ 4,702.29	\$ 7.00	\$ 532.00
D-30	Soft Rush. 1 Gal. Full, 24" O.C.	EA	217	\$ 9.00	\$ 1,953.00	\$ 62.00	\$ 13,454.00	\$ 6.19	\$ 1,341.80	\$ 7.00	\$ 1,519.00
D-31	Pickersweed. 1 Gal. Full, 24" O.C.	EA	388	\$ 9.00	\$ 3,492.00	\$ 62.00	\$ 24,056.00	\$ 6.19	\$ 2,400.94	\$ 7.00	\$ 2,716.00
D-32	Bermuda 419 Grass (Baseball Fields and Soccer Field)	SY	47413	\$ 12.15	\$ 576,067.55	\$ 7.66	\$ 363,183.58	\$ 5.66	\$ 268,734.18	\$ 6.30	\$ 288,701.90
D-33	Baseball Infield Clay	SY	4913	\$ 30.00	\$ 147,390.00	\$ 34.00	\$ 167,042.00	\$ 34.12	\$ 167,627.46	\$ 10.00	\$ 49,130.00
D-34	Irrigation	LS	1	\$ 400,000.00	\$ 400,000.00	\$ 1,129,202.00	\$ 1,129,202.00	\$ 387,753.60	\$ 387,753.60	\$ 425,000.00	\$ 425,000.00
D-35	Seed and Mulch	SY	3394	\$ 2.50	\$ 8,485.00	\$ 1.10	\$ 3,733.40	\$ 1.12	\$ 3,811.14	\$ 8.60	\$ 29,152.00
E-1	Basketball Court Pre-Engineered Roof and Columns. (Furnish and Install)	LS	1	\$ 580,000.00	\$ 580,000.00	\$ 1,963,636.00	\$ 1,963,636.00	\$ 702,000.00	\$ 702,000.00	\$ 951,170.00	\$ 951,170.00
E-2	Basketball Hoop Structures and Hoops (Furnish and Install)	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 60,260.00	\$ 60,260.00	\$ 6,094.40	\$ 6,094.40	\$ 40,000.00	\$ 40,000.00
E-3	Basketball Court Furnishings (Benches, Benches, Tables, Water Fountains) (Furnish and Install)	LS	1	\$ 90,000.00	\$ 90,000.00	\$ 37,305.00	\$ 37,305.00	\$ 124,900.00	\$ 124,900.00	\$ 90,000.00	\$ 90,000.00
E-4	Basketball Court Floor and Foundation including Column Footers (Furnish and Install)	LS	1	\$ 240,000.00	\$ 240,000.00	\$ 152,362.00	\$ 152,362.00	\$ 283,520.00	\$ 283,520.00	\$ 242,144.00	\$ 242,144.00
E-5	Riser Room Outside Basketball Courts (Furnish and Install)	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 36,844.00	\$ 36,844.00	\$ 26,000.00	\$ 26,000.00	\$ 30,000.00	\$ 30,000.00
E-6	Basketball Courts Fire Protection System (Furnish and Install)	LS	1	\$ 85,000.00	\$ 85,000.00	\$ 131,673.00	\$ 131,673.00	\$ 59,800.00	\$ 59,800.00	\$ 103,764.00	\$ 103,764.00
E-7	Basketball Courts Plumbing (Water and Sewer) (Furnish and Install)	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 35,697.00	\$ 35,697.00	\$ 31,720.00	\$ 31,720.00	\$ 35,000.00	\$ 35,000.00
E-8	Racquetball Court Block Walls, Door, Beams, Roof, and Foundation (Furnish and Install)	LS	1	\$ 160,000.00	\$ 160,000.00	\$ 339,800.00	\$ 339,800.00	\$ 182,000.00	\$ 182,000.00	\$ 145,000.00	\$ 145,000.00
E-9	Racquetball Court Floor (Furnish and Install)	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 52,294.00	\$ 52,294.00	\$ 83,200.00	\$ 83,200.00	\$ 15,000.00	\$ 15,000.00
F-1	Electrical Panels and Field Lighting Cabinet, Service Rack, Power Rack (Furnish and Install)	LS	1	\$ 245,000.00	\$ 245,000.00	\$ 67,687.00	\$ 67,687.00	\$ 35,360.00	\$ 35,360.00	\$ 210,000.00	\$ 210,000.00
F-2	Misc. Electrical including Conduit, Wire, and Appurtenances (Furnish and Install)	LS	1	\$ 855,000.00	\$ 855,000.00	\$ 878,700.00	\$ 878,700.00	\$ 12,735.26	\$ 12,735.26	\$ 2,400,000.00	\$ 2,400,000.00
F-3	Transformer - Coordinate With Duke Energy (Duke Energy to install Transformer, Pad, Conduits, Pedestal and Appurtenances)	LS	1	\$ 5,000.20	\$ 5,000.20	\$ 2,850.00	\$ 2,850.00	\$ 13,177.84	\$ 13,177.84	\$ 20,000.00	\$ 20,000.00
F-4	Parking lot Lights - Coordinate With Duke Energy (Duke Energy to furnish and install parking lot lights including poles, fixtures, foundation, connecting conduits, wires etc.)	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,850.00	\$ 2,850.00	\$ 48,145.76	\$ 48,145.76	\$ 20,000.00	\$ 20,000.00
F-5	Street Lights - Coordinate With Duke Energy (Duke Energy to furnish and install parking poles, fixtures, foundation, connecting conduits, wires etc.)	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,850.00	\$ 2,850.00	\$ 51,538.24	\$ 51,538.24	\$ 20,000.00	\$ 20,000.00
F-6	Community Center Area Lights - Coordinate with Duke Energy - Duke Energy to furnish and install new fixtures (the new fixtures are to match those proposed with the internal roadway network).	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 12,300.00	\$ 12,300.00	\$ 9,286.16	\$ 9,286.16	\$ 20,000.00	\$ 20,000.00
F-7	Single point connection for concession stand, fed from panel lpc-2.4. Verify exact location with owner for power source to enter the Concession stand. Provide 120/208v, 3 ph, 125a load center and coordinate load locations with the City.	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 9,875.00	\$ 9,875.00	\$ 5,087.68	\$ 5,087.68	\$ 20,000.00	\$ 20,000.00
F-8	Furnish and install 20s, weather proof receptacle in each Dugout. Coordinate with the City on the exact location	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 33,655.00	\$ 33,655.00	\$ 71,148.48	\$ 71,148.48	\$ 250,000.00	\$ 250,000.00
F-9	Receptacle to be fed out of panel lpc, (lpc-1).	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 53,456.00	\$ 53,456.00	\$ 67,868.32	\$ 67,868.32	\$ 75,000.00	\$ 75,000.00
F-10	Basketball Court Electrical and Lighting, Control Boxes, Etc. (Furnish and Install)	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 53,456.00	\$ 53,456.00	\$ 67,868.32	\$ 67,868.32	\$ 75,000.00	\$ 75,000.00
F-10	Tennis Court Electrical and Lighting Control Boxes, Etc. (Furnish and Install)	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 53,456.00	\$ 53,456.00	\$ 67,868.32	\$ 67,868.32	\$ 75,000.00	\$ 75,000.00
TOTALS				\$ 13,917,700.00	\$ 13,917,700.00	\$ 15,403,663.13	\$ 15,403,663.13	\$ 10,419,673.88	\$ 10,419,673.88	\$ 15,809,371.40	\$ 15,809,371.40

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2
CPH BID REVIEW BREAKDOWN
DATE: 10/18/2024
BID DATE: 10/15/2024



ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BID ALTERNATES									
ALT-1	Concrete Ribbon Curb	LF	6050	\$ 38.00	\$ 229,900.00	\$ 37.80	\$ 228,780.00	\$ 38.00	\$ 229,900.00
ALT-2	Three Rail Wood Fence (4 ft) (Furnish and Install) (Onsite Between the Grass Parking area and the new Trail)	LF	564	\$ 32.00	\$ 18,048.00	\$ 31.80	\$ 17,952.00	\$ 32.00	\$ 18,048.00
ALT-3	Compost/Organic Mix for Topsoil	CY	896	\$ 40.00	\$ 35,840.00	\$ 39.80	\$ 35,660.80	\$ 40.00	\$ 35,840.00
BID ALTERNATE TOTALS					\$ 283,768.00		\$ 283,768.00		\$ 283,768.00
BID CATEGORY BREAKDOWN									
A	General			\$ 2,248,525.84	\$ 3,215,990.00	\$ 2,248,525.84	\$ 3,215,990.00	\$ 2,248,525.84	\$ 3,215,990.00
B	Earthwork, Roads, Parking Lots, & Stormwater			\$ 5,211,745.00	\$ 4,494,079.05	\$ 5,211,745.00	\$ 4,494,079.05	\$ 5,211,745.00	\$ 4,494,079.05
C	Water & Sewer Construction			\$ 943,209.01	\$ 502,487.18	\$ 943,209.01	\$ 502,487.18	\$ 943,209.01	\$ 502,487.18
D	Landscaping, Landscaping, & Irrigation			\$ 2,678,219.95	\$ 3,916,162.90	\$ 2,678,219.95	\$ 3,916,162.90	\$ 2,678,219.95	\$ 3,916,162.90
E	Architectural, Fire Protection, & Plumbing			\$ 1,960,000.00	\$ 2,209,871.00	\$ 1,960,000.00	\$ 2,209,871.00	\$ 1,960,000.00	\$ 2,209,871.00
F	Electrical			\$ 1,271,000.20	\$ 1,067,073.00	\$ 1,271,000.20	\$ 1,067,073.00	\$ 1,271,000.20	\$ 1,067,073.00
ALT	Bid Alternates			\$ 283,768.00	\$ 195,236.00	\$ 283,768.00	\$ 195,236.00	\$ 283,768.00	\$ 195,236.00
TOTALS INCLUDING BID ALTERNATES				\$ 14,201,488.00	\$ 15,598,899.13	\$ 14,201,488.00	\$ 15,598,899.13	\$ 14,201,488.00	\$ 15,598,899.13

BID CATEGORY BREAKDOWN									
A	General			\$ 2,248,525.84	\$ 3,215,990.00	\$ 2,248,525.84	\$ 3,215,990.00	\$ 2,248,525.84	\$ 3,215,990.00
B	Earthwork, Roads, Parking Lots, & Stormwater			\$ 5,211,745.00	\$ 4,494,079.05	\$ 5,211,745.00	\$ 4,494,079.05	\$ 5,211,745.00	\$ 4,494,079.05
C	Water & Sewer Construction			\$ 943,209.01	\$ 502,487.18	\$ 943,209.01	\$ 502,487.18	\$ 943,209.01	\$ 502,487.18
D	Landscaping, Landscaping, & Irrigation			\$ 2,678,219.95	\$ 3,916,162.90	\$ 2,678,219.95	\$ 3,916,162.90	\$ 2,678,219.95	\$ 3,916,162.90
E	Architectural, Fire Protection, & Plumbing			\$ 1,960,000.00	\$ 2,209,871.00	\$ 1,960,000.00	\$ 2,209,871.00	\$ 1,960,000.00	\$ 2,209,871.00
F	Electrical			\$ 1,271,000.20	\$ 1,067,073.00	\$ 1,271,000.20	\$ 1,067,073.00	\$ 1,271,000.20	\$ 1,067,073.00
ALT	Bid Alternates			\$ 283,768.00	\$ 195,236.00	\$ 283,768.00	\$ 195,236.00	\$ 283,768.00	\$ 195,236.00
TOTALS INCLUDING BID ALTERNATES				\$ 14,201,488.00	\$ 15,598,899.13	\$ 14,201,488.00	\$ 15,598,899.13	\$ 14,201,488.00	\$ 15,598,899.13

BID CATEGORY BREAKDOWN									
A	General			\$ 2,248,525.84	\$ 3,215,990.00	\$ 2,248,525.84	\$ 3,215,990.00	\$ 2,248,525.84	\$ 3,215,990.00
B	Earthwork, Roads, Parking Lots, & Stormwater			\$ 5,211,745.00	\$ 4,494,079.05	\$ 5,211,745.00	\$ 4,494,079.05	\$ 5,211,745.00	\$ 4,494,079.05
C	Water & Sewer Construction			\$ 943,209.01	\$ 502,487.18	\$ 943,209.01	\$ 502,487.18	\$ 943,209.01	\$ 502,487.18
D	Landscaping, Landscaping, & Irrigation			\$ 2,678,219.95	\$ 3,916,162.90	\$ 2,678,219.95	\$ 3,916,162.90	\$ 2,678,219.95	\$ 3,916,162.90
E	Architectural, Fire Protection, & Plumbing			\$ 1,960,000.00	\$ 2,209,871.00	\$ 1,960,000.00	\$ 2,209,871.00	\$ 1,960,000.00	\$ 2,209,871.00
F	Electrical			\$ 1,271,000.20	\$ 1,067,073.00	\$ 1,271,000.20	\$ 1,067,073.00	\$ 1,271,000.20	\$ 1,067,073.00
ALT	Bid Alternates			\$ 283,768.00	\$ 195,236.00	\$ 283,768.00	\$ 195,236.00	\$ 283,768.00	\$ 195,236.00
TOTALS INCLUDING BID ALTERNATES				\$ 14,201,488.00	\$ 15,598,899.13	\$ 14,201,488.00	\$ 15,598,899.13	\$ 14,201,488.00	\$ 15,598,899.13

LEGEND

- \$ 100.00 = Lowest price for a bid item or category.
- \$ 100.00 = Total price is not a direct multiple of the unit price.
- \$ - = Item or unit price is not specifically listed in the bid.
- \$ 100.00 = Total price was provided based on incorrect quantity.
- \$ 100.00 = Unit price / Total price appear to have a mistake based on expected price.

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID DOCUMENT CHECKLIST
DATE: 10/18/2024

LEGEND

☐ = Document not provided

☒ = Document provided in an incomplete or unsatisfactory format

☒ = Document provided in a complete and acceptable format



SECTION #	DOCUMENT DESCRIPTION	CGI CARR & COLLIER, INC.	CWR CONTRACTING, INC.	Kingdom CONSTRUCTION	H.A. Contracting Corp. H.A. CONTRACTING CORP.
00410	PROPOSAL (BID FORM)	☒	☒	☒	☒
00420	BID BOND FORM	☒	☒	☒	☒
00430	TRENCH SAFETY FORM	☒	☒	☒	☒
00432	NON COLLUSION AFFIDAVIT	☒	☒	☒	☒
00434	CONFLICT OF INTEREST AFFIDAVIT	☒	☒	☒	☒
00436	FLORIDA STATUTES ON PUBLIC ENTITY CRIMES AFFIDAVIT	☒	☒	☒	☒
00438	COMPLIANCE WITH THE PUBLIC RECORDS LAW AFFIDAVIT	☒	☒	☒	☒
00440	BIDDER INFORMATION AND AFFIDAVIT	☒	☒	☒	☒
00450	CERTIFICATION OF NON-SEGREGATED FACILITIES FORM	☒	☒	☒	☒
00452	DISPUTES DISCLOSURE FORM	☒	☒	☒	☒
00454	DRUG FREE WORKPLACE FORM	☒	☒	☒	☒
00455	CERTIFICATION REGARDING NON-SCRUTINIZED COMPANIES	☒	☒	☒	☒
00456	UNAUTHORIZED ALIEN WORKERS AFFIDAVIT	☒	☒	☒	☒
00458	E-VERIFY COMPLIANCE AFFIDAVIT	☒	☒	☒	☒
00460	AMERICANS WITH DISABILITIES ACT AFFIDAVIT	☒	☒	☒	☒
00462	EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION	☒	☒	☒	☒
00463	CERTIFICATION REGARDING DEBARMENT	☒	☒	☒	☒
00465	SCHEDULE OF PROPOSED SUBCONTRACTORS	☒	☒	☒	☒
N/A	W-9 IDENTIFICATION NUMBER & CERTIFICATION	☒	☒	☒	☒
N/A	GENERAL CONTRACTING LICENSE	☒	☒	☒	☒
N/A	UNDERGROUND UTILITY & EXCAVATION CERTIFICATION	☒	☒	☒	☒
N/A	IRRIGATION CONTRACTOR LICENSE	☒	☒	☒	☒
N/A	CERTIFICATE OF LIABILITY INSURANCE	☒	☒	☒	☒
N/A	CERTIFICATE OF INCORPORATION (FL)	☒	☒	☒	☒



CARR & COLLIER, INC. BID NOTES

1. 2nd lowest bidder with no notable exclusions in the bid amounts.
2. One assumed bid price mistake with the misinterpretation of what will constitute the wayfinding sign.
3. Provided the highest overall cost for bid alternate items.
4. Submitted all required documents with the bid package.
5. Was a responsive bidder during the bid process and asked 20 bid questions.
6. 19 years of experience as a prime contractor.
7. Has past work experience with stormwater systems, utility installation, sports field restoration, and paving. Carr & Collier has worked on park improvement projects in the past.
8. Subcontractors are clearly stated and their material quotes are supplied with the bid.
9. A project superintendent is listed but the potential project manager has yet to be determined.

C.W.R. CONTRACTING, INC. BID NOTES

1. 3rd lowest bidder with no notable exclusions in the bid amounts.
2. Two assumed bid price mistakes: (1) The low unit cost for the concrete rip-rap indicates a bid valuation below the standards in the specification; (2) The high unit cost of \$79,199 for a vinyl coated chain link fence gate and wind screen is over 50 times fair market value.
3. Provided the lowest overall cost for bid alternate items.
4. Submitted all required documents with the bid package.
5. Was a responsive bidder during the bid process and asked 22 bid questions.
6. 48 years of experience as a prime contractor.
7. Has extensive past work experience with paving, grading, and stormwater improvements and limited experience with park improvements (Florida Crossroads Commerce Park).
8. Subcontractors are clearly stated but their material quotes are not supplied with the bid.
9. Both the project manager and super intendent have yet to be determined.

KINGDOM CONSTRUCTION BID NOTES

1. Lowest bidder but notably excludes erosion/sedimentation control, retaining walls, and guardrails from the bid.
2. Four assumed bid price mistakes: (1) The low unit cost for the concrete rip-rap indicates a bid valuation below the standards in the specification; (2) The high unit cost of \$79,199 for a vinyl coated chain link fence gate and wind screen is over 50 times fair market value.
3. Many bid amount discrepancies where unit costs do not add up to total costs.
4. Submitted all required documents with the bid package.
5. Was a responsive bidder during the bid process and asked 10 bid questions.
6. 20 years of experience as a prime contractor.
7. Does not specialize in large-scale sitework projects. Most of their work experience is small-scale commercial sites, single-family residences, and building renovations. Millennium Park seems to be a much larger project than anything in their portfolio. Work experience excludes true park projects.
8. Subcontractors are clearly stated but their material quotes are not supplied with the bid.
9. Both the project manager and super intendent are specified in the bid.

H.A. CONTRACTING CORP. BID NOTES

1. Highest bidder with no notable exclusions in the bid amounts.
2. Two assumed bid price mistakes: (1) The 12"x1" service saddle and corporation stops were priced for a quantity of 1 but the design requires 2; (2) The 3" Red Maples were priced for a quantity of 31 but the design requires 30.
3. There are 3 bid amount discrepancies where unit costs do not add up to total costs.
4. Submitted all required documents with the bid package but the disputes disclosure form and the schedule of proposed subcontractors were not completed correctly or incomplete.
5. This bidder did not submit any questions during the bid process.
6. 41 years of experience as a prime contractor.
7. Has past work experience with stormwater management systems, utility installation and building/parking lot construction. There is no recent experience specifically in park improvements but they have experience in facilities with mini-parks, recreation areas, and sports arenas.
8. Only one subcontractor was disclosed but material quotes are not supplied with the bid.
9. Both the project manager and super intendent are specified in the bid.

CPH FINAL RECOMMENDATION

CPH acknowledges and recommends Carr & Collier, Inc. as most deserving of consideration of the City of Wildwood for award of the Millennium Park Phase 1 & 2 project, based on the information provided in the respective bid packages. Carr & Collier, Inc., in the opinion of CPH, appear to be the lowest responsive, responsible, and qualified bidder. Kingdom Construction came in as the true lowest bidder but their experience does not meet the expected contractor qualifications for a project of this scale/scope and their bid total came in well below the CPH opinion of probable cost.



CITY OF WILDWOOD

Invitation to Bid No. 2024-30

Millennium Park Phase 1 & 2

To: Ian Nichols, President
Kingdom Construction

Date: October 24, 2024

Re: Non-Responsive Determination

The City of Wildwood appreciates your participation in the competitive solicitation process establishing best value for the City's Millennium Park project. The bid responses to the above referenced Invitation to Bid (ITB) have been reviewed by City staff and engineering consultants to identify the lowest responsive and responsible bid.

The Kingdom bid response has been determined to be non-responsive. The bid response notably excludes erosion/sedimentation control, retaining walls, and guardrails. In addition, bid amount discrepancies between unit costs and the total cost were identified. As per 1.12 (D) of the Instructions to Bidder:

The Bid Form shall be completely filled out including the Bidder information; acknowledgement of receipt of all Addenda; *the Bid Amount including Unit Prices and Total Prices* for all Items including all alternate items;

In addition, the absence of the required material quotes impacts the bid status. In accordance with 1.11 (A) of the Instructions to Bidder:

Bidders are required to submit (with the Bid) material price quotes...

Thank you for your interest in the City's invitation to bid. Your company is welcome to respond to future opportunities.

Robert Schoepe
Procurement Program Manager
City of Wildwood

**CITY OF WILDWOOD
MILLENNIUM PARK - PHASE 1 & 2**

**PROJECT MANUAL
SEPTEMBER 2024**



Prepared By



500 West Fulton Street
Sanford, Florida 32771
Phone: 407.322.6841

CPH Job No. W12803

SECTION 00005
CERTIFICATIONS PAGE

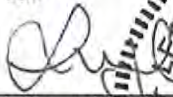
This Project Manual has been prepared by:

CPH, LLC
500 West Fulton Street
Sanford, Florida 32771
Ph. 407-322-6841

This Project Manual is certified by:

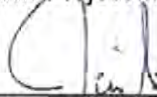
Civil Engineer

By certifying below, Leopoldo J. Ayala, P.E. is responsible for Divisions 1 & 2 of this Project Manual.


Leopoldo J. Ayala, P.E., No. 55524
Date: 8/6/2024
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

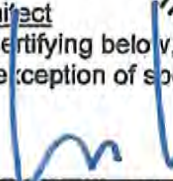
Structural Engineer

By certifying below, Jose M. Ortiz, P.E. is responsible for specification 03 41 13 in Division 3 of this Project Manual.


Jose M. Ortiz, P.E., No. 67920
Date: 8/6/2024
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

Architect

By certifying below, John M. Lenti, AIA, is responsible for Divisions 3, 4, 5, 7, 8, 9, & 11, with the exception of specification 03 41 13 of this Project Manual.

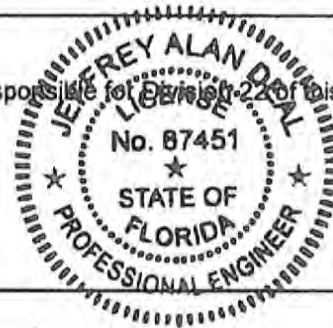

John M. Lenti, AIA, No. AR100548
Date: 8/7/2024
STATE OF FLORIDA
REGISTERED ARCHITECT

Mechanical Engineer

By certifying below, Jeffrey A. Deal, P.E. is responsible for Division 22 of this Project Manual.

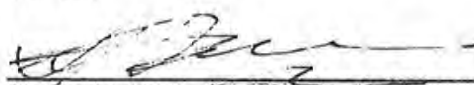

Jeffrey A. Deal, P.E., No. 87451

Date: 7-24-24

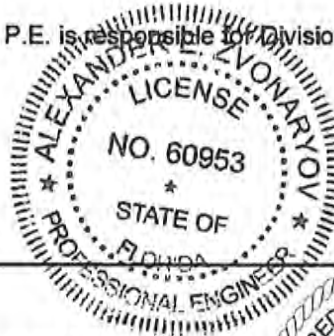


Electrical Engineer

By certifying below, Alexander E. Zvonaryov, P.E. is responsible for Division 26 of this Project Manual.

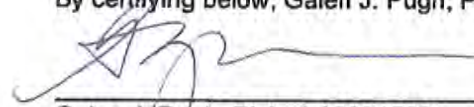

Alexander E. Zvonaryov, P.E., No. 60953

Date: 8/15/2024

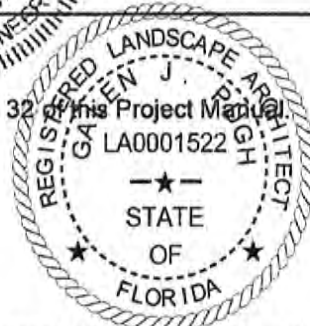


Landscape Architect

By certifying below, Galen J. Pugh, PLA, is responsible for Division 32 of this Project Manual.


Galen J. Pugh, PLA, LA0001522

Date: 8/16/24



The appendices to this Project Manual may contain information prepared by other professionals, bearing the name, address, and logo of the professional. CPH, LLC is not responsible for items prepared by other professionals, and these items are not covered under the above registered professionals' signature and seal.

END OF SECTION

SECTION 00200

INSTRUCTIONS TO BIDDER

PART 1 GENERAL

1.01 Bidding Documents

- A. Bidding Documents include the Invitation for Bids, Instructions to Bidders, Bid Form, other sample bidding and contract forms, and the proposed Contract Documents, including any Addenda issued prior to receipt of bids.
- B. Bidding Documents may be obtained in compliance with the Invitation for Bids. No partial sets of the Bidding Documents will be issued. Complete sets of Bidding Documents shall be used in preparing bids. Neither the Owner nor the Engineer will assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

1.02 Bidder Questions

Any Bidder who is in doubt as to the true meaning of any part of the Bidding Documents, or finds a discrepancy or omission therein, may submit to the Engineer a written request for an interpretation or correction. The person submitting the request shall be responsible for its delivery to the Engineer at least seven (7) days prior to the bid opening date. Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

1.03 Addenda

Addenda will be posted on the City of Wildwood website and DemandStar or otherwise delivered to all plan holders who received a complete set of Bidding Documents from the Engineer. All Addenda issued during the time of bidding shall form a part of the Contract Documents, shall be covered in the Bid, and shall become a part of the Contract. Receipt of each Addendum shall be acknowledged in the Bid Form; failure to do so may subject the Bidder to disqualification. It shall be the Bidder's responsibility to ensure that they have received all Addenda prior to bid. The Owner or Engineer shall not be responsible for non-receipt or untimely receipt of Addenda due to acts of the delivering agency or any other source.

1.04 Examination of Documents and Inspection of Site

Before submitting a Bid, Bidders shall carefully examine the Bidding Documents and inspect the project site to fully inform themselves of all existing conditions and limitations. Each Bidder, by submitting his Bid, represents that he has so examined the Bidding Documents and inspected the site, that he understands the provisions of the Bidding Documents and that he has familiarized himself with the local conditions under which the work is to be performed. Bidders will not be given extra payment or contract time for conditions, which could have been determined by such examinations.

1.05 Bidder's Interest in More Than One Bid

No person, firm, or corporation shall be allowed to make, file, or have an interest in more than one Bid for the same work, unless Alternates are called for. A person, firm, or corporation who has submitted a sub-bid to a Bidder or who has quoted prices on materials to a Bidder is not hereby disqualified from submitting a sub-bid or quoting prices to other Bidders, or from bidding as a prime contractor.

1.06 Certificates and Licenses

Bidders must be properly licensed to perform the Contract Work. Proper licensing shall be as defined by Florida Statutes and the license shall be issued by the Florida Dept. of Business and Professional Regulation Construction Industry Licensing Board.

1.07 Public Entity Crimes - Denial or Revocation of Right to Transact Business With a Public Entity

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes (FS) 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

1.08 Florida Trench Safety Act

Bidders must comply with the Florida Trench Safety Act (FS 553.60-553.64), by completing and submitting with the sealed bid the Trench Safety Statement Form, a copy of which is included as part of these Contract Documents.

1.09 Rejection of Bidders Under Litigation

The Owner reserves the right to reject the Bid of any Bidder who is behind, as determined by the Owner or Engineer, on the completion schedule for any existing contracts; who has failed to properly progress work on any construction contract with any governmental agency within the past five (5) years; who is currently under litigation with the Owner; who is in litigation with any governmental agency within the past five (5) years; who is involved in any dispute resolution procedure with any governmental agency within the past five (5) years; who has previously defaulted on a contract with any governmental agency within the past five (5) years; or who has previously failed to satisfy all requirements related to life safety including, but not limited to, the maintenance of traffic provisions on existing or previous agreements with any governmental agency within the past five (5) years.

1.10 Debarred or Suspended Bidders

The Bidder certifies, by submission of its Proposal (Bid), that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracting with any federal department or agency. The Owner reserves the right to reject any bid from a debarred or suspended Bidder or from a Bidder whose principals are debarred or suspended.

1.11 Material Prices Used in the Bid

- A. Due to the current and/or potential volatile nature of material prices and inability of material suppliers to hold prices, Bidders are required to submit (with the Bid) material price quotes used in the Bid for any pay item(s) for which the Contractor anticipates a rapid material price change between the date of the Bid and when the material is anticipated to be ordered. Without restriction to any other provision/specification herein, only Bid prices for which the described price quotes having been properly submitted with the Bid may be considered for price adjustment, in accordance with the provisions in the Supplementary Conditions (Change of Contract Price Associated with Material Price Increases).
- B. The material price quotes shall include the name and address of the Supplier, the contact name and phone no. of the Supplier representative who prepared the quote, the name and address of the Bidder, the project name, and shall include a list of materials and prices including a material description, units of measure, quantity, unit cost, and total cost. The date of the material price quote shall be within ten (10) calendar days of the Bid Due Date.

1.12 Form of Bid

- A. Each Bid shall be submitted on the Bid Form included as one of the Bidding Documents. The Bidder is not permitted to make changes in the Bid Form provided. The Bidder shall fill in spaces on the Bid Form by typewriter, computer, or manually in ink. When a Bidder submits a Bid and fills in information, which is then changed, each change must be initialed by the person signing the Bid.
- B. The Bidder must fill in all unit prices, total prices, and total amounts. Each Unit Price will be deemed to include an amount considered by Contractor to be adequate to cover all costs, including manpower, labor, equipment, materials, supplemental and administrative costs, and profit.
- C. Where so indicated by the makeup of the Bid Form, amounts shall be expressed in both words and figures, and in case of discrepancy between the two, the amount in words shall govern.
- D. The Bid Form shall be completely filled out including the Bidder information; acknowledgement of receipt of all Addenda; the Bid Amount including Unit Prices and Total Prices for all Items including all alternate items; the completed Bidder Submittal checklist; and the bid properly signed and dated by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a corporation

shall further give the State of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind Bidder. A bid submitted by a partnership shall be signed in the name of the firm by one or more of the partners.

- E. No conditional Bids will be accepted. Alternate Bids will not be considered unless called for. Oral proposals or modifications will not be considered. The Owner reserves the right to reject a bid that is unbalanced.
- F. All submitted bid packages including alternate bid items become the property of the Owner.

1.13 Bid Security

- A. Provide a bid security in the form of a certified check or bid bond. Bid security shall be payable without condition to the Owner, as a guaranty that the Bidder, if awarded the Contract, will promptly execute the Agreement in accordance with the Bidding Documents, and will furnish all bonds and insurance as required. If Bid Bond is provided it shall be provided using the form included in section 00420 and shall be provided by a surety company authorized to do business in the State of Florida. The amount of the Bid Security shall be as follows:
 - 1. Construction Projects where the Maximum Bid Price is \$60,000 or greater: Bid Security shall be in an amount equal to at least 5% of the Maximum Bid Price (Base Bid Plus Alternates).
 - 2. Construction Projects where the Maximum Bid Price is less than \$60,000: Bid Security shall be in an amount equal to at least 10% of the Maximum Bid Price (Base Bid Plus Alternates).
- B. If for any reason the Bidder withdraws his Bid after Bid Opening or fails to execute an Agreement or to provide the specified bonds, insurance, and insurance certification, such Bidder shall be in default. The defaulting Bidder and his surety shall pay to the Owner all costs incurred by the Owner for procuring the performance of the work required by the Bidding Documents which exceed the amount of his Bid, including engineering and legal costs, not to exceed the amount of the bid security.
- C. The Bid Security of all except the three (3) apparent lowest Bidders will be returned within 21 days after the canvass of Bids.

1.14 Submission of Bids

- A. Submit two duplicate originals of the Bid, Bid Security, and all other documents required to be submitted with the Bid. Enclose in a single sealed opaque envelope, addressed to the party receiving the Bids. Label on the outside of the envelope the Project name, City of Wildwood Bid Number, and the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Bid Enclosed" on the face thereof.

- B. Bids shall be delivered to the designated location prior to the time and date for receipt of Bids indicated in the Invitation for Bids or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened to the person or firm submitting the Bid.
- C. The Bidder shall assume full responsibility for timely delivery of his Bid to the designated location.

1.15 Modification and Withdrawal of Bids

- A. Bids may not be modified after submittal; however, they may be withdrawn at any time prior to the Bid Opening time and date.
- B. Withdrawal requests shall be made in writing and must be received by the Owner before the time and date stated or as added for the Bid Opening. Properly withdrawn Bids will be returned unopened to the person or firm submitting the Bid.
- C. A Bidder who withdraws his Bid may submit a new Bid in the same manner as specified under "Submission of Bids".
- D. If a Contract is not awarded within 90 calendar days after opening of Bids, a Bidder may file a written request with the Owner for the return of his Bid.

1.16 Basis of Award

- A. The Owner reserves the right to accept or reject any or all bids in whole or in part with or without cause, to waive technicalities, or to accept the bid(s) which, in its judgment, best serves the interest of the Owner.
- B. Except in cases where the Owner exercises the right to reject all Bids, the Contract will be awarded by the Owner, as soon as practicable after Opening of Bids, to the responsive, responsible Bidder who has submitted the lower individual or combination Bid.
- C. The lowest Bid will be determined by comparison of the "Total Base Bid" stipulated on the Bid Form, plus any combination of Additive or Deductive Alternate Bid Items of the Owner's choosing. If the stated "Total Base Bid" conflicts with the sum of the Total Prices on the Bid Schedule, then the sum of the Total Prices prevails. The Total Price for each item is the stated unit price times the quantity.

1.17 Responsiveness Requirements

- A. All Bidders are required to be responsive. Failure to meet any of the responsiveness requirements set forth herein may result in the Bidder being judged non-responsive.
- B. To be judged responsive, the Bidder shall execute, and return the following forms and required information with the Bid:

Section	Form / Information
00410	Proposal (Bid Form) Including Acknowledgment of All Issued Addenda
---	Bid Security in Accordance with the Instructions to Bidder
---	Bidder Completed W-9 Form
---	Bidder Officer Signatory Authorization Information
00430	Trench Safety Form
00432	Non Collusion Affidavit
00434	Conflict of Interest Affidavit
00436	Florida Statutes on Public Entity Crimes Affidavit
00438	Compliance With the Public Records Law Affidavit
00440	Bidder Information and Affidavit
00450	Certification Of Non-Segregated Facilities Form
00452	Disputes Disclosure Form
00454	Drug Free Workplace Form
00455	Certification Regarding Non-Scrutinized Companies
00456	Unauthorized (Illegal) Alien Workers Affidavit
00458	E-Verify Compliance Form
00460	Americans With Disabilities Act Affidavit
00462	Equal Employment Opportunity Certification
00463	Certification Regarding Debarment
00465	Schedule of Proposed Subcontractors
---	Copies of Licenses Issued by the State of Florida Dept. of Business and Professional Regulation Construction Industry Licensing Board
---	Material price quotes used in the Bid for any pay item(s) for which the Contractor anticipates a rapid material price change between the date of the Bid and when the material is anticipated to be ordered

- C. If the Invitation to Bids requires attendance at a mandatory Pre-Bid meeting, then Bids submitted from Bidders who do not attend the mandatory Pre-Bid meeting will be judged non-responsive; unless providentially hindered as to such required attendance due to provable circumstances beyond the control of the Bidder whereupon mandatory attendance may be waived at the sole discretion of the Owner.

1.18 Responsibility Requirements

- A. All Bidders are required to be responsible. Failure to meet any of the responsibility requirements set forth herein may result in the Bidder being judged non-responsive. Bids from non-responsive bidders may be accepted or rejected at the discretion of the Owner.
- B. To be judged responsible, the Bidder shall meet the following standards:
1. The Bidder shall be properly licensed and shall have a satisfactory record of integrity, judgment, and performance as a corporation (including its shareholders and officers), partnership, or as a sole proprietorship,

- including in particular, any prior performance upon contracts from the State and the Owner.
2. The Bidder shall have at least three (3) years of experience as a prime contractor.
 3. The Bidder shall have performed as a prime contractor on at least three (3) projects of similar type and size as the proposed contract work.
 4. The Bidder shall be able to comply with the required completion schedule for the project.
 5. The Bidder shall have adequate financial resources to perform the work, and shall have an adequate financial management system and audit procedure which provides efficient and effective accountability and control of all property, funds, and assets. The Bidder shall be able to demonstrate this in accordance with the requirements described herein.
 6. The Bidder shall conform with the civil rights, equal employment opportunity and labor law requirements of the Bid Documents.

1.19 Bidder Evaluation Submittal Requirements

- A. Within 7 calendar days after being notified of being the apparent lowest, responsive Bidder, the Bidder shall submit the following information to the Owner or Engineer for evaluation to determine compliance with the responsibility requirements. The following information may also be required to be submitted by the second and third low bidders within 7 calendar days, if notified by the Owner or Engineer.
1. Resumes of key personnel, especially those personnel proposed for work on this Project.
 2. Provide a list of equipment and quantities currently owned or under lease to the Bidder and available for the work.
 3. List of personnel, by name and title, contemplated to perform the work.
 4. Provide financial information in accordance with the following:
 - a. For projects where the total base bid is \$600,000.00 or less, provide a current Compilation Statement of the Bidder, prepared by a Certified Public Accountant (CPA).
 - b. For projects where the total base bid is \$600,000.01 up to \$10,000,000.00, provide a current Percentage of Completion Review of the Bidder, prepared by a CPA.
 - c. For projects where the total base bid is \$10,000,000.01 or higher, provide a current audited financial statement of the Bidder, prepared by a CPA, including a certification that the financial status of the company has not materially changed since the audit.
 - d. The financial information shall reflect the most current fiscal year, and in no case no more than 16 months old.
 5. Provide a list of equipment and quantities currently owned or under lease to the Bidder and available for the work.
 6. As required by the Owner, submit fully executed copies of the following forms:
 - a) Financial Information Form - Section 00462
 - b) Insurance Certification - Section 00620

- B. The Owner reserves the right to waive submittal of any or all of the above informational requirements of the Bidder.

1.20 Award of Contract

If the contract is to be awarded, the Owner or its agent will deliver to the successful low bidder a Notice of Award and Agreement form within ninety (90) days after the day of the bid opening. The successful low bidder shall sign and return the Agreement and required bonds and insurance within fourteen (14) days of receipt of the Notice of Award.

1.21 Bonds and Insurance

- A. Upon award of the contract, the Bidder, simultaneously with the execution of the Agreement, shall furnish certificates of insurance, insurance certification, performance bond, and payment bond. The forms of the bonds and insurance certification, including bonding amounts and duration and insurance coverage required are included in the Bidding Documents.
- B. The successful Bidder shall, before commencing the work, record said Payment and Performance Bond in the public records of the County where the improvement is located in accordance with FS 255.05.

1.22 Waiver

Each Bidder agrees to waive any claims it has or may have against the Owner, Engineer, and their respective officers, employees, agents, designees, successors, legal representatives or assigns, arising out of or in connection with the administration, evaluation, recommendation, rejection or award of any bid.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

APPEAL PROCEDURES

1. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the City Clerk's Office a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the bid tabulation. A formal protest must also be filed within ten (10) days of the filing of the written notice of intent to protest. Failure to timely file the notice of intent to file a protest or the formal notice of protest shall constitute a waiver and invalidation of any protest to the applicable solicitation, bid, or award. The formal protest shall contain the following:
 - Name and contact information for the protestor;
 - The ITB/RFP number and title;
 - Clearly state the factual basis upon which the protest is based;
 - State all statutes, laws, ordinances, or other legal authorities supporting such protest; and
 - Identify the relief to which the protestor is entitled.
2. Bid Protest Fee: A person or entity filing a protest must render, along with their written protest, payment of a bid protest fee in the form of a certified check, cashier's check, attorney's trust account check or money order made payable to the City of Wildwood in the amount of (i) \$500.00 where the notice of award recommendation relates to a bid of less than \$100,000; (ii) \$1,000.00 where the notice of award recommendation relates to a bid of \$100,000 to \$500,000; or (iii) \$2,500.00 where the notice of award recommendation relates to a bid exceeding \$500,000. Failure to render timely payment of the bid protest fee shall result in the bid protest being rejected and of no force and effect. In the event the protesting party ultimately prevails in the protest proceeding before the City, the bid protest fee will be returned to such party.
3. Stay of Award. Upon timely receipt of a protest, and in the absence of emergency circumstances, the City Manager shall ensure that the award is suspended until such protest is resolved. If the City Manager, after consultation with the head of the requisitioning department, determines that a bid or contract must be awarded without delay in order to protect the public health, welfare or safety, to comply with an existing regulatory, permitting or contractual obligation, or to prevent the loss of a funding source, a bid protest shall not delay or otherwise impede the award of such bid or contract.
4. City Manager Review. After receipt of a timely written protest, the City Manager shall consider and attempt to resolve the protest. For the purposes of investigating, reviewing, and resolving a protest, the City Manager may appoint a designee of his/her

choosing to represent and act on behalf of the City Manager at all stages of the bid protest review and proceedings. Such designee should have adequate experience and background in public procurement matters and be familiar with the City's procurement procedures. Prior to rendering a decision, the City Manager shall schedule and conduct a meeting in order to hear the arguments from the protestor and other interested bidder/responders. The time, date and location of the protest meeting will be noticed by the City to the protestor and other bidders/responders.

5. **Protest Meeting.** At the protest meeting, the protestor and any other interested bidders/responders who may be affected by the City's procurement decision or award recommendation, or their designated legal counsel, will be allowed to make a brief oral presentation of evidence and argument. However, neither direct nor cross examination of witnesses will be permitted, although the City Manager or his/her designee may make whatever inquiries deemed pertinent to a determination of the protest. Submission of written or physical materials, objects, statements, affidavits and arguments relevant to the protested matters may be submitted prior to or at the protest meeting. The City Manager or his/her designee may solicit and receive input from City employees, consultants and other persons not a party to the protest proceeding. The statutory and judicial rules of evidence shall not apply to the proceedings. Any party may arrange for the proceedings to be stenographically recorded and shall bear the expense of such recording.
6. **City Manager's Decision.** In making his/her decision on the protest, the City Manager or his/her designee shall have the authority to uphold the award recommendation, cancel the pending procurement process, re-bid the contract, revise the award recommendation, and take other such actions that are within City's procurement authority. After conducting the protest meeting, the decision of the City Manager or his designee may be orally announced at such meeting. However, after the protest meeting the City Manager's office shall promptly issue a written decision stating the reason for the action taken with a copy furnished to the protesting party and all other interested bidder/responders. The decision of the City Manager's office shall be final and conclusive as to any contract award not requiring City Commission approval. For contracts requiring City Commission approval, the decision of the City Manager's office may be appealed to the City Commission, if such appeal is timely filed.
7. **Appeal to City Commission:** Bidders/responders who are adversely affected by the Office of the City Manager's decision with respect to a contract award requiring City Commission approval, may appeal the City Manager's decision by filing a written appeal with the City Clerk, no later than 5:00 p.m. on the third (3rd) business day following the date of the written decision issued by the City Manager or his/her designee. The written appeal shall substantially conform to the written protest notice content requirements of

Section 1. Failure to timely file a written appeal shall constitute a waiver and invalidation of any protest to the applicable solicitation, bid, or award.

8. Appeal hearing. If an appeal is timely received, the appeal shall be heard by the City Commission at a public meeting. The time, date and location of the City Commission meeting shall be noticed by the City in the same manner as it notices regular City Commission meetings. The City Commission's review of the City Manager's decisions shall be conducted as if the protest review is being conducted for the first time. The procedure for the City Commission's review will be similar to the process specified for the protest meeting in Section 5. After conclusion of the presentations, the City Commission shall conduct public deliberations, and, upon completion thereof, hold a vote as to the resolution of the appeal. The outcome of such vote and reasons provided therefore shall constitute the City's final determination of the matter.
9. Exclusive method of protest, objection, and appeal. There is a compelling City interest in procuring goods and services in a timely manner so as to provide City residents and visitors with efficient, cost-effective, and operationally effective City infrastructure, facilities, and services in a timely manner. Consequently, procurement disputes must be resolved with minimal delays. Therefore, the procedure set forth herein is the sole means by which a bidder/responder aggrieved by a decision of the City may seek recourse. Refusal or failure by any aggrieved bidder/responder to pursue its right of protest under these procedures shall constitute a waiver of its right to pursue any further remedies or appeals, either administratively or judicially. Any judicial proceedings that may or could be filed against the City by an aggrieved or adversely affected party shall be filed within thirty (30) days after the City's final decision on a procurement matter. Failure to timely file a judicial action in accordance with these procedures shall constitute a waiver and invalidation of any protest to the applicable solicitation, bid, or award.

MINORITY BUSINESSES

Minority businesses shall be ensured to have an equitable opportunity to participate in the City's procurement processes. Florida Statute 255.101 "Utilization of Minority Business Enterprises" encourages the City to be sensitive to the effect of job-size barriers on minority businesses. It also encourages the competitive award of public construction projects in excess of \$100,000. Florida Statute 255.102 provides for consideration by agencies of preferences for price or weighted formulas to increase minority participation.

Exhibit B

Carr & Collier, Inc., Appeal Package

THE CONSTRUCTION LAW FIRM

ATTORNEYS AND COUNSELORS

BRYAN L. CAPPS, ESQ.
BCAPPS@THECONSTRUCTIONLAWFIRM.COM
*BOARD CERTIFIED IN CONSTRUCTION LAW BY THE FLORIDA BAR

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December 17, 2024

VIA ELECTRONIC MAIL (jbarnes@wildwood-fl.gov)

City of Wildwood
c/o Jessica Barnes, City Clerk
100 N. Main St.
Wildwood, FL 34785

FORMAL WRITTEN PROTEST

**RE: City of Wildwood, FL (“City”) Project/Bid Number ITB-2024-30;
Millennium Park - Phase 1 & 2 (“Project/Contract”)**
**Subject: Carr & Collier, Inc. Formal Written Protest of November 26, 2024
Notice of Intent to Award to Kingdom**

Dear Madam Clerk:

As previously advised, this firm has the privilege of representing Carr & Collier, Inc. (“CCI”) with respect to the above-referenced matter.

Pursuant to, *inter alia*, Section 1 of the Appeal Procedures under the City of Wildwood’s Purchasing Policy’s (“Purchasing Policy”), please accept this as CCI’s formal written protest with respect to the City’s November 26, 2024 notice of intent to award the Project/Contract (the “City’s 11/26/2024 Decision”) to Kingdom Construction Services, Inc. (“Kingdom”).

CCI protests the City’s 11/26/2024 Decision, respectfully requests that it be reconsidered, vacated, withdrawn, reversed, and/or rescinded, and requests that the Project/Contract be awarded to CCI, for the following reasons.

I. FACTUAL BACKGROUND; CHRONOLOGY

On August 30, 2024, the City published its Invitation to Bid for the Project/Contract.

On October 15, 2024, the City received and publicly opened four bids, including those of CCI and Kingdom.

On October 18, 2024, CPH issued its Bid Review Recommendation, finding as follows:

CPH FINAL RECOMMENDATION

CPH acknowledges and recommends Carr & Collier, Inc. as most deserving of consideration of the City of Wildwood for award of the Millennium Park Phase 1 & 2 project, based on the information provided in the respective bid packages. *Carr & Collier, Inc., in the opinion of CPH, appear to be the lowest responsive, responsible, and qualified bidder. Kingdom Construction came in as the true lowest*

bidder but their experience does not meet the expected contractor qualifications for a project of this scale/scope and their bid total came in well below the CPH opinion of probable cost.

See Exhibit 1; emphasis added.¹ With respect to CCI and Kingdom specifically, CPH relevantly noted, in pertinent part, as follows in its Bid Review Recommendation:

CARR & COLLIER, INC. BID NOTES	KINGDOM CONSTRUCTION BID NOTES
1. 2nd lowest bidder with <u>no notable exclusions in the bid amounts.</u>	1. Lowest bidder but <u>notably excludes erosion/sedimentation control, retaining walls, and guardrails from the bid.</u>
2. One assumed bid price mistake with the misinterpretation of what will constitute the wayfinding sign.	2. <u>Four assumed bid price mistakes: (1) The low unit cost for the concrete rip-rap indicates a bid valuation below the standards in the specification; (2) The high unit cost of \$79,199 for a vinyl coated chain link fence gate and wind screen is over 50 times fair market value.</u>
...	...
7. <u>Has past work experience with stormwater systems, utility installation, sports field restoration, and paving. Carr & Collier has worked on park improvement projects in the past.</u>	7. <u>Does not specialize in large-scale sitework projects. Most of their work experience is small-scale commercial sites, single-family residences, and building renovations. Millennium Park seems to be a much larger project than anything in their portfolio. Work experience excludes true park projects.</u>
8. Subcontractors are clearly stated and their <u>material quotes are supplied with the bid.</u>	8. Subcontractors are clearly stated but their <u>material quotes are not supplied with the bid.</u>
...	...

Id.; emphasis added. CPH’s recommendation of award to CCI included concerns both or bid responsiveness and bidder responsibility.

On October 22, 2024 at 4:37 PM, City Procurement Program Manager Robert Schoepe emailed City Public Works Director Jeremy Hockenbury recommending that “**Kingdom’s bid needs to be declared non-responsive and/or nonresponsible** by the City.” See Exhibit 2; emphasis

¹ A combined, bookmarked binder of the referenced Exhibits will separately follow either via email or file-sharing link promptly after CCI’s submission of this written protest. Because all such Exhibits are already in the possession of the City, their re-submission in support of this written protest is merely for the City’s reference and convenience.

added.

On October 23, 2024 at 9:28 AM, Mr. Hockenbury responded to Mr. Shoepe, stating **“Based on the engineer’s evaluation, which identified missing items in Kingdom’s bid, I agree with their recommendation to award the contract to Carr & Collier as the lowest responsive bidder. I support moving forward with this approach.”** *Id.*; emphasis added.

On October 24, 2024, the City sent Kingdom a letter (“City’s 10/24/2024 Non-Responsiveness Determination”) advising Kingdom that its bid was rejected as non-responsive on the stated grounds that it “excludes erosion/sedimentation control, retaining walls, and guardrails,” omits “required material quotes,” and contained “bid amount discrepancies between unit costs and the total cost.” *See* Exhibit 3. The City’s 10/24/2024 Non-Responsiveness Determination did not include all issues raised by CPH’s Bid Review Recommendation.

On November 1, 2024 at 11:50 AM, CCI was notified via DemandStar notification that it had been awarded the Project/Contract (“City’s 11/1/2024 Award to CCI”). *See* Exhibits 4, 5.

On November 4 and 15, 2024, Kingdom submitted, respectively, its notice of intent to protest and its formal written protest (collectively, “Kingdom’s Protest”) of the City’s 10/24/2024 Non-Responsiveness Determination. *See* Exhibits 6 and 7.

On November 26, the City issued its 11/26/2024 Decision granting Kingdom’s Protest, reversing its 10/24/2024 Non-Responsiveness Determination and its 11/1/2024 Award to CCI, and notifying CCI of the City’s intent to award the Project/Contract to Kingdom. *See* Exhibit 8.

On December 3, 2024, CCI timely submitted its Notice of Intent to Protest the City’s 11/26/2024 Decision. This written protest is likewise timely.

Additional facts are or may be set forth below, in context.

II. LAW AND ARGUMENT

As a threshold matter, it bears noting why this Project/Contract had to be re-bid a second time in the first place.

This Project/Contract was first bid in mid-2023 (“First Project Bidding”). Recommendation of award to bidder Earthscapes Unlimited, Inc. was eventually rejected by the City Council.

During its *first* re-bid in Fall of 2023 (as City Project/Bid Number ITB-2023-17; “Second Project Bidding”), City Manager Jason Mr. McHugh ignored CPH’s warning that “[a]ward [to then-low bidder] Blackwater Construction Services is considered ‘at risk’ for the City of Wildwood since confirmation of bonding was not supplied,” meaning that Blackwater had not furnished a bid bond with its bid.

After (improperly and impermissibly) affording Blackwater a post-bid opportunity to belatedly furnish a bid bond—which it was then unable to provide—Mr. McHugh nevertheless decided to award Project/Bid Number ITB-2023-17 to Blackwater anyway, and denied CCI’s protest to the contrary. Eventually, Blackwater proved unable to provide required performance and payment bonds, either, with the end result that Blackwater could not perform Project/Bid Number ITB-2023-17, thus requiring it to be rebid as the instant Project/Contract (Number ITB-2024-30). Had Mr. McHugh heeded the warning of the City’s engineer, CPH, and had he complied with Florida bidding law (as outlined in CCI’s 2023 protest during Second Project Bidding, the applicable discussions/authorities of which are incorporated herein by this reference), this Project/Contract would likely already be completed.

In what is now the City’s *third* attempt at bidding (“Third Project Bidding”), Mr. McHugh has again ignored the recommendations of CPH and City staff—all of whom the City pays for their expertise and which expertise merits deference), and has deigned to substitute his own judgment for theirs.

By the City’s 11/26/2024 Decision, Mr. McHugh concludes, in pertinent part, as follows:

While there are errors and omissions in Kingdom Construction’s bid, they are not material and do not change the outcome of the apparent low bidder. This is consistent with the City’s prior practice with respect to invitations to bid. The bid from Kingdom Construction is \$3,498,026.12 less than the next low bidder, Carr & Collier, Inc. As stewards of taxpayer dollars, I cannot find a substantive reason to support the recommendation of the engineer and the determination by the City’s Procurement Program Manager.

See Exhibit 8. It is impossible to discern upon what facts or law those conclusions are premised, inasmuch as none are cited.

For instance, Mr. McHugh concedes that, as the City’s staff and its engineer, CPH, unanimously observed (*see* discussion beginning at p. 1 above), “there are errors and omissions in Kingdom Construction’s bid.” However, CPH identified those errors and omissions as including and consisting of at least the following:

- Kingdom’s bid omits items of work, *e.g.*, “excludes erosion/sedimentation control, retaining walls, and guardrails from the bid.”
- “[M]aterial quotes are not supplied with [Kingdom’s] bid.”
- Kingdom’s bid contains at least “Four...bid price mistakes.”
- Kingdom’s bid contains “[m]any bid amount discrepancies where unit costs do not add up to total costs.”

See Exhibit 1. Such errors or omissions affect the scope and price of Kingdom’s bid and, as such, very substance of the Project/Contract itself. An irregularity is material, and thus cannot be waived,

if it gives the bidder a substantial advantage over the other bidders and thereby restricts or stifles competition. *See, e.g., Procacci Commercial Realty, Inc. v. Department of Health and Rehabilitative Services*, 690 So.2d 603, 610 (Fla. 1st DCA 1997), and cases cited. The errors and omissions in Kingdom's bid satisfy that test, and thus cannot be waived by the City. Notably, neither CPH's Recommendation of Award nor Mr. McHugh's (articulation of) the City's 11/26/2024 Decision actually quantifies the effect that Kingdom's cited errors and omissions do or will have on Kingdom's bid price. Therefore, the conclusion that those errors and omissions "do not change the outcome of the apparent low bidder" is completely unsupported.

Likewise, the "City's prior practice with respect to invitations to bid" with which the City's 11/26/2024 Decision are ostensibly "consistent" are not identified. In Kingdom's Protest, the only "prior practice" it cites is certain dispensation allegedly afforded the recommended bidder (Earthscapes) during the First Project Bidding. However, again, that award was rejected by the City Council and thus can have no precedential value. Moreover, Mr. McHugh's conclusion that the City's 11/26/2024 Decision is consistent with the First Project Bidding ignores the fact that, there, unlike here, CPH expressly noted as follows with respect to the errors and omissions in Earthscapes' bid:

...The errors and omissions noted in the provided bid package have been deemed as relatively minor and would not result in a new lowest bidder, if corrected. Additionally, Earthscapes Unlimited, Inc. presents the added benefit of having been the general contractor on the adjacent Parkview (A.K.A. Juliette) site and should be able to mobilize most efficiently. They are also expected to have first-hand knowledge of the construction of the joint-use stormwater pond, which will also serve the Millennium Park site,

See Exhibit 9. Again, here, an evaluation of the bottom-line quantitative effect of the errors and omissions in Kingdom's bid has not been performed. Additionally, although, in the First Project Bidding, CPH expressly identified certain advantages or savings associated with award to Earthscapes, it identified no such advantages/savings associated with award to Kingdom in this Third Project Bidding. On the contrary, CPH identified CCI, not Kingdom, as the (more) responsible bidder. *See discussion beginning at p. 1 above.*² Thus, the "prior practice" cited by the City and by Kingdom is not just non-precedential but also factually distinguishable and therefore inapplicable.

If anything, what the City's now-continual disregard of applicable Florida bidding law demonstrates is that, in later protests, bidders will more likely cite to that disregard in support of

² "Kingdom Construction came in as the true lowest bidder but their experience does not meet the expected contractor qualifications for a project of this scale/scope..."

ever more protests based upon increasingly non-compliant bid submissions. unexplained/undocumented, but is also contrary to longstanding Florida bidding law.

Finally, CCI observes that Kingdom's Protest should not have been granted because it fails to "[s]tate [any] statutes, laws, ordinances, or other legal authorities supporting such protest, in contravention of Section 1 of the Appeal Procedures under the Purchasing Policy.

III. CONCLUSIONS; RELIEF REQUESTED

Based upon the foregoing, Kingdom's bid is non-responsive and must be rejected. CCI therefore requests that the City grant this protest and reconsider, vacate, withdraw, reverse, and/or rescind the City's 11/26/2024 Decision, and that the Project/Contract be awarded to CCI, as the low responsive and responsible bidder for the Contract/Project. Additionally, CCI respectfully requests that Mr. McHugh be recused from acting the City's designate for purposes of determining CCI's protest and any ensuing appeal.

Respectfully submitted,



Bryan L. Capps, Esq.

BLC/st

cc: Jason McHugh, City Manager, jmchugh@wildwood-fl.gov

City of Wildwood, FL Project/Bid Number ITB-2024-30

Millennium Park - Phase 1 & 2

**December 17, 2023 Carr & Collier, Inc. Formal Written Protest
of November 26, 2024 Notice of Intent to Award to Kingdom**

Index of/to Exhibits

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID REVIEW BREAKDOWN
DATE: 10/18/2024
BID DATE: 10/15/2024



				 CARR & COLLIER, INC.	 C.W.R. CONTRACTING, INC.	 KINGDOM CONSTRUCTION	 H.A. CONTRACTING CORP.				
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A-1	Bonds and Insurance	LS	1	\$ 300,000.00	\$ 300,000.00	\$ 100,000.00	\$ 100,000.00	\$ 320,320.00	\$ 320,320.00	\$ 357,000.00	\$ 357,000.00
A-2	Mobilization	LS	1	\$ 1,313,475.84	\$ 1,313,475.84	\$ 2,674,842.00	\$ 2,674,842.00	\$ 960,752.00	\$ 960,752.00	\$ 1,250,000.00	\$ 1,250,000.00
A-3	Preconstruction Topographic Surveying	LS	1	\$ 22,000.00	\$ 22,000.00	\$ 50,000.00	\$ 50,000.00	\$ 5,408.00	\$ 5,408.00	\$ 70,000.00	\$ 70,000.00
A-4	Record Drawings	LS	1	\$ 58,000.00	\$ 58,000.00	\$ 65,000.00	\$ 65,000.00	\$ 26,000.00	\$ 26,000.00	\$ 120,000.00	\$ 120,000.00
A-5	Demobilization, Cleanup, Project Closeout (Incl. Material and Workmanship Bond)	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 50,000.00	\$ 50,000.00	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00
A-6	Preconstruction Video	LS	1	\$ 2,300.00	\$ 2,300.00	\$ 1,600.00	\$ 1,600.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00
A-7	Temporary Traffic Control - Millennium Park	LS	1	\$ 18,000.00	\$ 18,000.00	\$ 23,142.00	\$ 23,142.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
A-8	Temporary Traffic Control - Powell Rd.	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 14,415.00	\$ 14,415.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
A-9	Erosion and Sediment Control	LS	1	\$ 16,900.00	\$ 16,900.00	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -	\$ 25,000.00	\$ 25,000.00
A-10	Silt Fence	LF	10450	\$ 5.00	\$ 52,250.00	\$ 1.60	\$ 16,720.00	\$ 3.00	\$ 31,350.00	\$ 3.00	\$ 31,350.00
A-11	Clearing and Grubbing	LS	1	\$ 284,600.00	\$ 284,600.00	\$ 125,000.00	\$ 125,000.00	\$ 171,983.76	\$ 171,983.76	\$ 200,000.00	\$ 200,000.00
A-12	Demolition - Existing Driveway Aprons, Crushed Asphalt Parking Area, Concrete Pad at New Racquetball Court, Misc. Portions of Dirt Trail	LS	1	\$ 155,000.00	\$ 155,000.00	\$ 43,271.00	\$ 43,271.00	\$ 23,748.54	\$ 23,748.54	\$ 60,000.00	\$ 60,000.00
B-1	Regular Excavation (ACAD Measurement Based on LIDAR Data and Proposed Elevations and 25% Increase to ACAD Measurement)	CY	27865	\$ 27.00	\$ 752,355.00	\$ 16.82	\$ 468,689.30	\$ 10.05	\$ 279,942.94	\$ 25.00	\$ 696,625.00
B-2	Embankment (Fill Placement) ACAD Measurement Based on LIDAR Data and Proposed Elevations and 25% Increase to ACAD Measurement)	CY	26061.3	\$ 20.00	\$ 521,226.00	\$ 14.86	\$ 387,270.92	\$ 13.15	\$ 342,862.47	\$ 30.00	\$ 781,839.00
B-3	Borrow Material (Allowance)	CY	10000	\$ 45.00	\$ 450,000.00	\$ 49.50	\$ 495,000.00	\$ 26.48	\$ 264,794.40	\$ 30.00	\$ 300,000.00
B-4	Allowance - Additional Earthwork (If Needed)	LS	1	\$ 222,476.00	\$ 222,476.00	\$ 350,653.00	\$ 350,653.00	\$ 286,000.00	\$ 286,000.00	\$ 120,000.00	\$ 120,000.00
B-5	8" Stabilized Subgrade or 4" Crushed Concrete Subgrade (Furnish and Install) (Trail, Cart Path)	SY	11176	\$ 13.75	\$ 153,670.00	\$ 9.64	\$ 107,736.64	\$ 13.61	\$ 152,110.72	\$ 25.00	\$ 279,400.00
B-6	12" Stabilized Subgrade or 6" Crushed Concrete Subgrade (Furnish and Install) (Road, Turn Lane, Parking Lots, Turnaround Area)	SY	21824	\$ 19.00	\$ 414,656.00	\$ 9.14	\$ 199,471.36	\$ 17.35	\$ 378,732.83	\$ 30.00	\$ 654,720.00
B-7	6" Limerock Base or 6" Crushed Concrete Base (Furnish and Install) (Road, Parking Lots, Trail, Cart Path)	SY	19734	\$ 16.00	\$ 315,744.00	\$ 22.00	\$ 434,148.00	\$ 15.73	\$ 310,364.52	\$ 35.00	\$ 690,690.00
B-8	10" Limerock Base or 10" Crushed Concrete Base (Furnish and Install) (Turn Lane)	SY	563	\$ 28.00	\$ 15,764.00	\$ 34.50	\$ 19,423.50	\$ 20.05	\$ 11,286.45	\$ 32.00	\$ 18,016.00
B-9	Asphalt Surface Course, Type SP 9.5 (1") (Furnish and Install) (Trail, Cart Path)	TN	426	\$ 241.00	\$ 102,666.00	\$ 279.00	\$ 118,854.00	\$ 203.84	\$ 86,835.84	\$ 400.00	\$ 170,400.00
B-10	Asphalt Surface Course, Type SP 12.5 (1.5") (Furnish and Install) (Road, Turn Lane, Parking Lots)	TN	1599	\$ 240.00	\$ 383,760.00	\$ 181.00	\$ 289,419.00	\$ 183.04	\$ 292,680.96	\$ 550.00	\$ 879,450.00
B-11	Asphalt Friction Course, Type SP 12.5 (1.5") (Traffic C) (PG 76-22) (Furnish and Install) (Turn Lane)	TN	46	\$ 735.00	\$ 33,810.00	\$ 523.00	\$ 24,058.00	\$ 323.44	\$ 14,878.24	\$ 500.00	\$ 23,000.00
B-12	Ditch Bottom Inlet Type C (P-Bottom) (<10') (Furnish and Install)	EA	14	\$ 6,445.00	\$ 90,230.00	\$ 3,831.00	\$ 53,634.00	\$ 4,547.19	\$ 63,660.68	\$ 5,000.00	\$ 70,000.00
B-13	Ditch Bottom Inlet Type C (P-Bottom With Sump) (<10') (Furnish and Install)	EA	1	\$ 6,800.00	\$ 6,800.00	\$ 3,579.00	\$ 3,579.00	\$ 6,064.24	\$ 6,064.24	\$ 7,000.00	\$ 7,000.00
B-14	Ditch Bottom Inlet Type C (J-Bottom) (<10') (Furnish and Install)	EA	1	\$ 9,000.00	\$ 9,000.00	\$ 6,136.00	\$ 6,136.00	\$ 7,664.02	\$ 7,664.02	\$ 6,000.00	\$ 6,000.00
B-15	Ditch Bottom Inlet Type D (P-Bottom) (<10') (Furnish and Install)	EA	1	\$ 10,200.00	\$ 10,200.00	\$ 5,341.00	\$ 5,341.00	\$ 7,205.90	\$ 7,205.90	\$ 6,000.00	\$ 6,000.00
B-16	Ditch Bottom Inlet Type D (J-Bottom) (<10') (Furnish and Install)	EA	3	\$ 13,170.00	\$ 39,510.00	\$ 5,369.00	\$ 16,107.00	\$ 7,540.00	\$ 22,620.00	\$ 2,000.00	\$ 6,000.00
B-17	Ditch Bottom Inlet Type D (J-Bottom With Sump) (<10') (Furnish and Install)	EA	2	\$ 12,950.00	\$ 25,900.00	\$ 5,710.00	\$ 11,420.00	\$ 8,502.00	\$ 17,004.00	\$ 3,000.00	\$ 6,000.00
B-18	Type P-8 Manhole (<10') (Furnish and Install)	EA	4	\$ 9,300.00	\$ 37,200.00	\$ 5,028.00	\$ 20,112.00	\$ 6,460.79	\$ 25,843.17	\$ 5,000.00	\$ 20,000.00
B-19	Type J-8 Manhole (<10') (Furnish and Install)	EA	3	\$ 11,670.00	\$ 35,010.00	\$ 6,960.00	\$ 20,880.00	\$ 7,778.00	\$ 23,334.02	\$ 7,000.00	\$ 21,000.00
B-20	Nyoplast or Equal Drain Basin (8") (<10') (Furnish and Install)	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 875.00	\$ 2,625.00	\$ 1,835.60	\$ 5,506.80	\$ 2,000.00	\$ 6,000.00
B-21	Nyoplast or Equal Drain Basin (10") (<10') (Furnish and Install)	EA	6	\$ 1,885.00	\$ 11,310.00	\$ 1,153.00	\$ 6,918.00	\$ 1,999.76	\$ 11,988.60	\$ 2,000.00	\$ 12,000.00
B-22	Nyoplast or Equal Drain Basin (12") (<10') (Furnish and Install)	EA	2	\$ 2,250.00	\$ 4,500.00	\$ 1,659.00	\$ 3,318.00	\$ 3,229.20	\$ 6,458.40	\$ 2,000.00	\$ 4,000.00
B-23	Nyoplast or Equal Drain Basin (15") (<10') (Furnish and Install)	EA	2	\$ 2,800.00	\$ 5,600.00	\$ 2,346.00	\$ 4,692.00	\$ 3,827.00	\$ 7,654.40	\$ 2,000.00	\$ 4,000.00
B-24	Nyoplast or Equal Drain Basin (24") (<10') (Furnish and Install)	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 3,397.00	\$ 3,397.00	\$ 28,704.00	\$ 28,704.00	\$ 2,000.00	\$ 2,000.00
B-25	Concrete Mitered End Section (12") (Furnish and Install)	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 989.00	\$ 989.00	\$ 1,924.00	\$ 1,924.00	\$ 2,000.00	\$ 2,000.00
B-26	Concrete Mitered End Section (18") (Furnish and Install)	EA	4	\$ 3,375.00	\$ 13,500.00	\$ 1,761.00	\$ 7,044.00	\$ 2,548.00	\$ 10,192.00	\$ 2,000.00	\$ 8,000.00
B-27	Concrete Mitered End Section (24") (Furnish and Install)	EA	2	\$ 3,950.00	\$ 7,900.00	\$ 2,216.00	\$ 4,432.00	\$ 2,979.00	\$ 5,959.20	\$ 3,000.00	\$ 6,000.00
B-28	Concrete Mitered End Section (30") (Furnish and Install)	EA	1	\$ 7,900.00	\$ 7,900.00	\$ 2,613.00	\$ 2,613.00	\$ 3,224.00	\$ 3,224.00	\$ 4,000.00	\$ 4,000.00
B-29	Concrete Mitered End Section (36") (Furnish and Install)	EA	1	\$ 7,900.00	\$ 7,900.00	\$ 3,298.00	\$ 3,298.00	\$ 4,108.00	\$ 4,108.00	\$ 6,000.00	\$ 6,000.00
B-30	Concrete Mitered End Section (12"x18") (Furnish and Install)	EA	2	\$ 15,800.00	\$ 31,600.00	\$ 1,676.00	\$ 3,352.00	\$ 2,860.00	\$ 5,720.00	\$ 2,000.00	\$ 4,000.00
B-31	Concrete Mitered End Section (19"x30") (Furnish and Install)	EA	4	\$ 3,950.00	\$ 15,800.00	\$ 2,216.00	\$ 8,864.00	\$ 3,276.00	\$ 13,104.00	\$ 3,000.00	\$ 12,000.00
B-32	8" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	141	\$ 56.00	\$ 7,896.00	\$ 29.55	\$ 4,166.55	\$ 51.48	\$ 7,258.68	\$ 30.00	\$ 4,230.00

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID REVIEW BREAKDOWN
DATE: 10/18/2024
BID DATE: 10/15/2024



				 CARR & COLLIER, INC.		 CONTRACTING, INC. C.W.R. CONTRACTING, INC.		 KINGDOM CONSTRUCTION		 H.A. CONTRACTING CORP.	
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
B-33	10" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	614	\$ 57.00	\$ 34,998.00	\$ 34.00	\$ 20,876.00	\$ 54.44	\$ 33,524.40	\$ 40.00	\$ 24,560.00
B-34	12" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	303	\$ 60.00	\$ 18,180.00	\$ 41.00	\$ 12,423.00	\$ 65.00	\$ 19,695.00	\$ 50.00	\$ 15,150.00
B-35	15" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	649	\$ 63.00	\$ 40,887.00	\$ 46.60	\$ 30,243.40	\$ 81.49	\$ 52,889.87	\$ 70.00	\$ 45,430.00
B-36	18" Storm Sewer (RCP) (Furnish and Install)	LF	1745	\$ 150.00	\$ 261,750.00	\$ 77.00	\$ 134,365.00	\$ 103.22	\$ 180,118.90	\$ 70.00	\$ 122,150.00
B-37	24" Storm Sewer (RCP) (Furnish and Install)	LF	614	\$ 200.00	\$ 122,800.00	\$ 99.00	\$ 60,786.00	\$ 137.80	\$ 84,609.20	\$ 100.00	\$ 61,400.00
B-38	30" Storm Sewer (RCP) (Furnish and Install)	LF	145	\$ 280.00	\$ 40,600.00	\$ 123.00	\$ 17,835.00	\$ 145.97	\$ 21,166.29	\$ 200.00	\$ 29,000.00
B-39	36" Storm Sewer (RCP) (Furnish and Install)	LF	496	\$ 330.00	\$ 163,680.00	\$ 151.00	\$ 74,896.00	\$ 166.03	\$ 82,353.86	\$ 250.00	\$ 124,000.00
B-40	12"x18" Storm Sewer (ERCP) (Furnish and Install)	LF	46	\$ 220.00	\$ 10,120.00	\$ 93.00	\$ 4,278.00	\$ 178.84	\$ 8,227.52	\$ 40.00	\$ 1,840.00
B-41	19"x30" Storm Sewer (ERCP) (Furnish and Install)	LF	154	\$ 300.00	\$ 46,200.00	\$ 107.00	\$ 16,478.00	\$ 205.14	\$ 31,591.56	\$ 50.00	\$ 7,700.00
B-42	Underdrain Type II (12" PVC, Aggregate, Filter Fabric) (Furnish and Install)	LF	698	\$ 105.00	\$ 73,290.00	\$ 76.00	\$ 53,048.00	\$ 139.97	\$ 97,004.69	\$ 60.00	\$ 41,880.00
B-43	Underdrain Header Pipe (12" PVC) (Furnish and Install)	LF	397	\$ 60.00	\$ 23,820.00	\$ 41.00	\$ 16,277.00	\$ 43.00	\$ 17,069.49	\$ 60.00	\$ 23,820.00
B-44	Underdrain Cleanouts (Furnish and Install)	EA	26	\$ 2,000.00	\$ 52,000.00	\$ 1,094.00	\$ 28,444.00	\$ 1,687.92	\$ 43,885.92	\$ 200.00	\$ 5,200.00
B-45	Concrete Curb and Gutter, Type 'F' (Furnish and Install)	LF	422	\$ 35.00	\$ 14,770.00	\$ 55.00	\$ 23,210.00	\$ 32.59	\$ 13,753.41	\$ 30.00	\$ 12,660.00
B-46	Concrete Valley Gutter (Furnish and Install)	LF	391	\$ 46.00	\$ 17,986.00	\$ 59.00	\$ 23,069.00	\$ 42.45	\$ 16,601.08	\$ 50.00	\$ 19,550.00
B-47	Standard Concrete Sidewalk (Including Ramps and Warning Mats), Bench, and Trash Receptacle Concrete Pads (4") (Furnish and Install)	SY	70	\$ 80.00	\$ 5,600.00	\$ 226.40	\$ 15,848.00	\$ 98.44	\$ 6,890.52	\$ 70.00	\$ 4,900.00
B-48	Standard Concrete Trail (10' Wide; 4" Thick) (Furnish and Install)	SY	1087	\$ 78.00	\$ 84,786.00	\$ 83.30	\$ 90,547.10	\$ 101.60	\$ 110,436.55	\$ 60.00	\$ 65,220.00
B-49	Concrete Sidewalk (4" With Thickened Edge) (Furnish and Install)	SY	485	\$ 58.00	\$ 28,130.00	\$ 51.00	\$ 24,735.00	\$ 104.37	\$ 113,454.97	\$ 70.00	\$ 33,950.00
B-50	Misc. Concrete Pads (6") (Furnish and Install)	SY	417	\$ 100.00	\$ 41,700.00	\$ 142.00	\$ 59,214.00	\$ 111.47	\$ 54,061.59	\$ 70.00	\$ 29,190.00
B-51	Standard Concrete (6") (Furnish and Install) (Trail Crossing at Access Rd)	SY	81	\$ 111.00	\$ 8,991.00	\$ 127.00	\$ 10,287.00	\$ 153.09	\$ 12,400.13	\$ 70.00	\$ 5,670.00
B-52	Heavy Duty Concrete (7") (Furnish and Install) (Food Truck Parking Area and Driveway and Concession Building and Restroom Concrete)	SY	2326	\$ 110.00	\$ 255,860.00	\$ 105.00	\$ 244,230.00	\$ 94.74	\$ 220,371.47	\$ 80.00	\$ 186,080.00
B-53	Concrete Rip Rap (At Pond Bottom At MES)	SY	134	\$ 202.00	\$ 27,068.00	\$ 23.00	\$ 3,082.00	\$ 125.16	\$ 16,771.63	\$ 200.00	\$ 26,800.00
B-54	Wheel Stops	EA	239	\$ 104.00	\$ 24,856.00	\$ 155.00	\$ 37,045.00	\$ 102.64	\$ 24,530.39	\$ 200.00	\$ 47,800.00
B-55	Three Rail Wood Fence (4 ft) (Furnish and Install) (Along Powell Rd.)	LF	485	\$ 21.00	\$ 10,185.00	\$ 35.00	\$ 16,975.00	\$ 35.88	\$ 17,401.80	\$ 20.00	\$ 9,700.00
B-56	Tennis Court Construction (Sub-base, Base, Concrete, Painting, Striping)	LS	1	\$ 244,000.00	\$ 244,000.00	\$ 276,250.00	\$ 276,250.00	\$ 228,800.00	\$ 228,800.00	\$ 197,855.00	\$ 197,855.00
B-57	Street Signs and Posts (Furnish and Install)	EA	27	\$ 1,500.00	\$ 40,500.00	\$ 568.00	\$ 15,336.00	\$ 520.00	\$ 14,040.00	\$ 500.00	\$ 13,500.00
B-58	Wayfinding Signage	LS	1	\$ 100.00	\$ 100.00	\$ 5,829.00	\$ 5,829.00	\$ 5,200.00	\$ 5,200.00	\$ 8,000.00	\$ 8,000.00
B-59	Painted Pavement Markings (4" White at Parking Stalls) (Furnish and Install)	LF	4338	\$ 2.00	\$ 8,676.00	\$ 3.40	\$ 14,749.20	\$ 1.56	\$ 6,767.28	\$ 1.00	\$ 4,338.00
B-60	Painted Pavement Markings (6" Blue at ADA Parking Stalls) (Furnish and Install)	LF	216	\$ 2.75	\$ 594.00	\$ 4.55	\$ 982.80	\$ 1.56	\$ 336.96	\$ 1.00	\$ 216.00
B-61	Painted Pavement Markings (6" White at ADA Parking Stalls) (Furnish and Install)	LF	264	\$ 2.25	\$ 594.00	\$ 4.55	\$ 1,201.20	\$ 1.56	\$ 411.84	\$ 1.00	\$ 264.00
B-62	ADA Parking Aisle Striping and Handicap Symbol (Painted) (Furnish and Install)	EA	6	\$ 383.00	\$ 2,298.00	\$ 113.00	\$ 678.00	\$ 130.00	\$ 780.00	\$ 200.00	\$ 1,200.00
B-63	Thermoplastic, Std, White, Solid 12"	LF	101	\$ 11.00	\$ 1,111.00	\$ 5.68	\$ 573.68	\$ 6.24	\$ 630.24	\$ 8.00	\$ 808.00
B-64	Thermoplastic, Std, White, Solid, 24"	LF	206	\$ 14.00	\$ 2,884.00	\$ 11.36	\$ 2,340.16	\$ 12.48	\$ 2,570.88	\$ 12.00	\$ 2,472.00
B-65	Thermoplastic, Standard, White, Arrow	EA	11	\$ 155.00	\$ 1,705.00	\$ 170.00	\$ 1,870.00	\$ 124.80	\$ 1,372.80	\$ 100.00	\$ 1,100.00
B-66	Thermoplastic, Std-Op, Yellow, Solid, 12"	LF	393	\$ 7.00	\$ 2,751.00	\$ 5.68	\$ 2,232.24	\$ 8.32	\$ 3,269.76	\$ 12.00	\$ 4,716.00
B-67	Thermoplastic, Std-Op, Yellow, Solid, 6"	LF	1200	\$ 3.75	\$ 4,500.00	\$ 4.55	\$ 5,460.00	\$ 3.12	\$ 3,744.00	\$ 6.00	\$ 7,200.00
B-68	Gravity Retaining Wall	CY	24	\$ 2,166.00	\$ 51,984.00	\$ 1,600.00	\$ 38,400.00		\$ -	\$ 1,000.00	\$ 24,000.00
B-69	Pipe Guardrail	LF	152	\$ 29.00	\$ 4,408.00	\$ 147.00	\$ 22,344.00		\$ -	\$ 50.00	\$ 7,600.00
C-1	Remove Existing Inactive 6" Force Main	LF	505	\$ 18.00	\$ 9,090.00	\$ 7.95	\$ 4,014.75	\$ 22.24	\$ 12,230.60	\$ 15.00	\$ 7,575.00
C-2	Remove Existing 12" Water Main	LF	1011	\$ 18.00	\$ 18,198.00	\$ 18.18	\$ 18,379.98	\$ 28.10	\$ 28,415.17	\$ 15.00	\$ 15,165.00
C-3	Remove Existing 8" Sanitary Sewer	LF	819	\$ 52.00	\$ 42,588.00	\$ 13.60	\$ 11,138.40	\$ 22.12	\$ 18,121.20	\$ 15.00	\$ 12,285.00
C-4	Remove Existing Sanitary Sewer Manhole	EA	2	\$ 7,350.00	\$ 14,700.00	\$ 2,852.00	\$ 5,704.00	\$ 1,820.00	\$ 3,640.00	\$ 1,000.00	\$ 2,000.00
C-5	1" Water Service Line (Open Cut or Dir. Drill) (PE) (Furnish and Install)	LF	218	\$ 26.00	\$ 5,668.00	\$ 12.50	\$ 2,725.00	\$ 19.09	\$ 4,162.58	\$ 20.00	\$ 4,360.00
C-6	4" Water Main (Open Cut) (DI) (Restrained) (Furnish and Install)	LF	180	\$ 126.00	\$ 22,680.00	\$ 76.00	\$ 13,680.00	\$ 29.94	\$ 5,389.11	\$ 60.00	\$ 10,800.00
C-7	8" Water Main (Open Cut) (PVC) (Unrestrained) (Furnish and Install)	LF	151	\$ 75.00	\$ 11,325.00	\$ 41.00	\$ 6,191.00	\$ 53.76	\$ 8,117.37	\$ 40.00	\$ 6,040.00
C-8	8" Water Main (Open Cut) (PVC) (Restrained) (Furnish and Install)	LF	216	\$ 78.00	\$ 16,848.00	\$ 50.55	\$ 10,918.80	\$ 30.20	\$ 6,523.92	\$ 40.00	\$ 8,640.00
C-9	12" Water Main (Open Cut) (PVC) (Unrestrained) (Furnish and Install)	LF	848	\$ 117.00	\$ 99,216.00	\$ 77.25	\$ 65,508.00	\$ 84.95	\$ 72,035.23	\$ 70.00	\$ 59,360.00

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID REVIEW BREAKDOWN
DATE: 10/18/2024
BID DATE: 10/15/2024



				 CARR & COLLIER, INC.	 C.W.R. CONTRACTING, INC.	 KINGDOM CONSTRUCTION	 H.A. CONTRACTING CORP.				
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
C-10	12" Water Main (Open Cut) (PVC) (Restrained) (Furnish and Install)	LF	627	\$ 115.00	\$ 72,105.00	\$ 93.75	\$ 58,781.25	\$ 102.29	\$ 64,138.59	\$ 70.00	\$ 43,890.00
C-11	4" D.I. Bends (45, 90) (Water Main) (Furnish and Install)	EA	6	\$ 750.00	\$ 4,500.00	\$ 341.00	\$ 2,046.00	\$ 442.00	\$ 2,652.00	\$ 500.00	\$ 3,000.00
C-12	8" D.I. Bends (45, 90) (Water Main) (Furnish and Install)	EA	5	\$ 460.00	\$ 2,300.00	\$ 597.00	\$ 2,985.00	\$ 364.00	\$ 1,820.00	\$ 700.00	\$ 3,500.00
C-13	12" D.I. Bends (11.25, 22.5, 45, 90) (Water Main) (Furnish and Install)	EA	7	\$ 1,128.00	\$ 7,896.00	\$ 1,046.00	\$ 7,322.00	\$ 1,066.00	\$ 7,462.00	\$ 1,000.00	\$ 7,000.00
C-14	12" D.I. Tee (12"x4", 12"x6") (Water Main) (Furnish and Install)	EA	3	\$ 1,866.00	\$ 5,598.00	\$ 1,199.00	\$ 3,597.00	\$ 1,508.72	\$ 4,526.15	\$ 4,000.00	\$ 12,000.00
C-15	12" D.I. Wye / Tee (12"x12") (Water Main) (Furnish and Install)	EA	2	\$ 2,800.00	\$ 5,600.00	\$ 1,869.00	\$ 3,738.00	\$ 2,221.65	\$ 4,443.30	\$ 4,000.00	\$ 8,000.00
C-16	8" D.I. Plug / Cap (Water Main) (Furnish and Install)	EA	1	\$ 600.00	\$ 600.00	\$ 380.00	\$ 380.00	\$ 676.00	\$ 676.00	\$ 10,000.00	\$ 10,000.00
C-17	12" D.I. Plug / Cap (Water Main) (Furnish and Install)	EA	3	\$ 766.67	\$ 2,300.01	\$ 392.00	\$ 1,176.00	\$ 892.22	\$ 2,676.65	\$ 15,000.00	\$ 45,000.00
C-18	Temporary Jumper Connection (Furnish and Install, Remove)	EA	1	\$ 10,200.00	\$ 10,200.00	\$ 9,000.00	\$ 9,000.00	\$ 1,924.00	\$ 1,924.00	\$ 8,000.00	\$ 8,000.00
C-19	12" x 1" Service Saddle and Corp. Stop (Furnish and Install)	EA	2	\$ 1,700.00	\$ 3,400.00	\$ 716.00	\$ 1,432.00	\$ 1,388.56	\$ 2,777.11	\$ 5,000.00	\$ 5,000.00
C-20	12" x 8" Tapping Sleeve and Valve (Furnish and Install)	EA	1	\$ 7,900.00	\$ 7,900.00	\$ 9,420.00	\$ 9,420.00	\$ 6,238.29	\$ 6,238.29	\$ 15,000.00	\$ 15,000.00
C-21	12" x 12" Tapping Sleeve and Valve (Furnish and Install)	EA	2	\$ 12,950.00	\$ 25,900.00	\$ 15,403.00	\$ 30,806.00	\$ 7,540.00	\$ 15,080.00	\$ 25,000.00	\$ 50,000.00
C-22	Close Valves, Connect to Existing 12" Water Main	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 3,608.00	\$ 3,608.00	\$ 2,286.29	\$ 2,286.29	\$ 5,000.00	\$ 5,000.00
C-23	1" Gate Valve	EA	2	\$ 550.00	\$ 1,100.00	\$ 148.00	\$ 296.00	\$ 520.38	\$ 1,040.75	\$ 500.00	\$ 1,000.00
C-24	Fire Hydrant Assembly (Furnish and Install)	EA	2	\$ 10,150.00	\$ 20,300.00	\$ 7,690.00	\$ 15,380.00	\$ 7,121.81	\$ 14,243.61	\$ 8,000.00	\$ 16,000.00
C-25	Blowoff Assembly (Furnish and Install)	EA	2	\$ 2,800.00	\$ 5,600.00	\$ 1,375.00	\$ 2,750.00	\$ 2,048.14	\$ 4,096.27	\$ 2,000.00	\$ 4,000.00
C-26	Fire Department Connection (4") (Furnish and Install)	EA	1	\$ 19,200.00	\$ 19,200.00	\$ 8,165.00	\$ 8,165.00	\$ 4,470.29	\$ 4,470.29	\$ 6,000.00	\$ 6,000.00
C-27	Line Stop Assembly, 12" (Furnish and Install) (If Needed)	EA	2	\$ 16,350.00	\$ 32,700.00	\$ 17,784.00	\$ 35,568.00	\$ 15,391.33	\$ 30,782.65	\$ 15,000.00	\$ 30,000.00
C-28	Install Thrust Collar, Cut and Cap Existing 12" Water Main	EA	2	\$ 2,800.00	\$ 5,600.00	\$ 3,244.00	\$ 6,488.00	\$ 16,088.14	\$ 32,176.27	\$ 5,000.00	\$ 10,000.00
C-29	Bypass Pumping (Sanitary Sewer)	LS	1	\$ 11,300.00	\$ 11,300.00	\$ 5,795.00	\$ 5,795.00	\$ 46,442.60	\$ 46,442.60	\$ 25,000.00	\$ 25,000.00
C-30	8" Sanitary Sewer Line (Open Cut) (PVC) (Furnish and Install)	LF	1703	\$ 200.00	\$ 340,600.00	\$ 48.00	\$ 81,744.00	\$ 74.57	\$ 127,000.10	\$ 50.00	\$ 85,150.00
C-31	Sanitary Sewer Manhole (Furnish and Install)	EA	7	\$ 12,071.00	\$ 84,497.00	\$ 9,096.00	\$ 63,672.00	\$ 7,203.76	\$ 50,426.30	\$ 7,000.00	\$ 49,000.00
C-32	Connect to Existing Sanitary Sewer Manhole	EA	2	\$ 7,250.00	\$ 14,500.00	\$ 73.00	\$ 146.00	\$ 6,132.22	\$ 12,264.43	\$ 30,000.00	\$ 60,000.00
C-33	4" Backflow Preventer Assembly	EA	1	\$ 14,700.00	\$ 14,700.00	\$ 9,932.00	\$ 9,932.00	\$ 5,480.13	\$ 5,480.13	\$ 12,000.00	\$ 12,000.00
D-1	Sports Fields Amenities (Base Set, Home Plate, Pitchers Rubber, Dugout Bench, Foul Poles, Batting Cage, Fence Cap, Pickleball Net Posts and Net, Goal Posts, Net Backstop System) (Furnish and Install)	LS	1	\$ 130,000.00	\$ 130,000.00	\$ 231,561.00	\$ 231,561.00	\$ 195,663.21	\$ 195,663.21	\$ 300,000.00	\$ 300,000.00
D-2	Chain Link Fence - Softball Fields (Vinyl Coated Black) (With Fence Cap) (6-ft) (Furnish and Install)	LF	2120	\$ 40.00	\$ 84,800.00	\$ 76.82	\$ 162,858.40	\$ 52.62	\$ 111,562.88	\$ 48.00	\$ 101,760.00
D-3	Chain Link Fence With Windscreen (Vinyl Coated Black) (10-ft) (Furnish and Install)	LF	488	\$ 90.00	\$ 43,920.00	\$ 160.00	\$ 78,080.00	\$ 94.91	\$ 46,318.31	\$ 90.00	\$ 43,920.00
D-4	Black Netting Backstop (25' Ht) (Furnish and Install)	LF	400	\$ 320.00	\$ 128,000.00	\$ 785.00	\$ 314,000.00	\$ 293.02	\$ 117,208.00	\$ 400.00	\$ 160,000.00
D-5	Pedestrian Chain Link Fence Gate (Vinyl Coated Black) (3-ft Opening, 6-Ft) (Furnish and Install)	EA	4	\$ 1,000.00	\$ 4,000.00	\$ 863.00	\$ 3,452.00	\$ 789.36	\$ 3,157.44	\$ 800.00	\$ 3,200.00
D-6	Double Swing Chain Link Fence Gate (Vinyl Coated Black) (12-ft Opening, 6-Ft) (Furnish and Install)	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 1,590.00	\$ 3,180.00	\$ 1,393.34	\$ 2,786.68	\$ 1,750.00	\$ 3,500.00
D-7	Bahia Sod for Disturbed Areas	SY	63221	\$ 8.00	\$ 505,768.00	\$ 4.96	\$ 313,576.16	\$ 4.18	\$ 264,314.36	\$ 4.50	\$ 284,944.50
D-8	Tennis Court Chain Link Fence Gate With Windscreen (Vinyl Coated Black) (4-ft Opening, 10-Ft) (Furnish and Install)	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 79,199.00	\$ 79,199.00	\$ 800.65	\$ 89,673.29	\$ 1,000.00	\$ 1,000.00
D-9	Litter Receptacle With Dome Lid	EA	19	\$ 2,422.00	\$ 46,018.00	\$ 1,251.00	\$ 23,769.00	\$ 2,493.66	\$ 47,379.54	\$ 2,000.00	\$ 38,000.00
D-10	Bench	EA	27	\$ 3,519.00	\$ 95,013.00	\$ 1,278.00	\$ 34,506.00	\$ 3,737.50	\$ 100,912.50	\$ 6,000.00	\$ 162,000.00
D-11	Bridge Foundation and Abutments	LS	1	\$ 129,000.00	\$ 129,000.00	\$ 250,204.00	\$ 250,204.00	\$ 46,800.00	\$ 46,800.00	\$ 250,000.00	\$ 250,000.00
D-12	Pre-Fabricated Steel Bridge Installation	LS	1	\$ 138,000.00	\$ 138,000.00	\$ 316,772.00	\$ 316,772.00	\$ 3,640.00	\$ 3,640.00	\$ 75,000.00	\$ 75,000.00
D-13	Pond Cypress 3" Cal., 12' Min. Ht., 6' Min. Sprd.	EA	9	\$ 625.00	\$ 5,625.00	\$ 681.00	\$ 6,129.00	\$ 722.80	\$ 6,505.20	\$ 700.00	\$ 6,300.00
D-14	Southern Slash Pine 3" Cal., 12' Min. Ht., 6' Min. Sprd.	EA	12	\$ 625.00	\$ 7,500.00	\$ 511.00	\$ 6,132.00	\$ 722.80	\$ 8,673.60	\$ 700.00	\$ 8,400.00
D-15	Maki Podocarpus 15 Gal., Full, 60" O.C.	EA	20	\$ 125.00	\$ 2,500.00	\$ 227.00	\$ 4,540.00	\$ 202.80	\$ 4,056.00	\$ 400.00	\$ 8,000.00
D-16	Drake' Chinese Elm 2.5" Cal., 10' Min. Ht., 4' Min. Sprd.	EA	42	\$ 680.00	\$ 28,560.00	\$ 836.00	\$ 35,112.00	\$ 722.80	\$ 30,357.60	\$ 400.00	\$ 16,800.00
D-17	Dahoon Holly 2" Cal., 8' Min. Ht., 4' Min., Sprd	EA	31	\$ 250.00	\$ 7,750.00	\$ 836.00	\$ 25,916.00	\$ 722.80	\$ 22,406.80	\$ 700.00	\$ 21,700.00
D-18	Red Maple 3" Cal.,10' Min. Ht., 5' Min. Sprd	EA	30	\$ 680.00	\$ 20,400.00	\$ 1,006.00	\$ 30,180.00	\$ 826.80	\$ 24,804.00	\$ 700.00	\$ 21,700.00
D-19	Muskogee Crape Myrtle 8' Min. Ht., 4' Min. Sprd.	EA	37	\$ 250.00	\$ 9,250.00	\$ 614.00	\$ 22,718.00	\$ 618.80	\$ 22,896.00	\$ 300.00	\$ 11,100.00
D-20	Cathedral Oak 6" Cal., 20' Min. Ht., 10' Min. Sprd.	EA	26	\$ 2,200.00	\$ 57,200.00	\$ 2,639.00	\$ 68,614.00	\$ 1,554.80	\$ 40,424.80	\$ 1,200.00	\$ 31,200.00

CITY OF WILDWOOD
MILLENIUM PARK PHASE 1 & 2

CPH BID REVIEW BREAKDOWN
DATE: 10/18/2024
BID DATE: 10/15/2024



				 CARR & COLLIER, INC.		 C.W.R. CONTRACTING, INC.		 KINGDOM CONSTRUCTION		 H.A. CONTRACTING CORP.	
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
D-21	Live Oak 3" Cal., 12' Min. Ht., 6' Min. Sprd.	EA	58	\$ 680.00	\$ 39,440.00	\$ 1,003.00	\$ 58,174.00	\$ 826.80	\$ 47,954.40	\$ 500.00	\$ 29,000.00
D-22	Twilight Crape Myrtle 8' Min. Ht., 4' Min. Sprd.	EA	41	\$ 250.00	\$ 10,250.00	\$ 614.00	\$ 25,174.00	\$ 618.80	\$ 25,370.80	\$ 200.00	\$ 8,200.00
D-23	Dynamite Crape Myrtle, 8' Min. Ht., 4' Min. Sprd.	EA	22	\$ 250.00	\$ 5,500.00	\$ 614.00	\$ 13,508.00	\$ 618.80	\$ 13,613.60	\$ 200.00	\$ 4,400.00
D-24	Black Diamond Crape 8' Min. Ht., 4' Min. Sprd.	EA	3	\$ 250.00	\$ 750.00	\$ 614.00	\$ 1,842.00	\$ 618.80	\$ 1,856.40	\$ 200.00	\$ 600.00
D-25	Natchez Crape Myrtle 8' Min. Ht., 4' Min. Sprd.	EA	24	\$ 250.00	\$ 6,000.00	\$ 614.00	\$ 14,736.00	\$ 618.80	\$ 14,851.20	\$ 300.00	\$ 7,200.00
D-26	Cabbage Palm 16' - 26' Ct., Vary Heights, 32 Slick Trunks, 15' O.C. Where Clustered	EA	32	\$ 520.00	\$ 16,640.00	\$ 1,117.00	\$ 35,744.00	\$ 514.80	\$ 16,473.60	\$ 400.00	\$ 12,800.00
D-27	Silver Palmetto, 1 Gal., Full, 24" O.C.	EA	96	\$ 16.00	\$ 1,536.00	\$ 85.41	\$ 8,199.36	\$ 306.80	\$ 29,452.80	\$ 200.00	\$ 19,200.00
D-28	Cord Grass, 1 Gal., Full, 24" O.C.	EA	692	\$ 9.00	\$ 6,228.00	\$ 62.00	\$ 42,904.00	\$ 6.19	\$ 4,278.97	\$ 7.00	\$ 4,844.00
D-29	Swamp Sunflower, 1 Gal., Full, 24" O.C.	EA	76	\$ 9.00	\$ 684.00	\$ 62.00	\$ 4,712.00	\$ 6.19	\$ 470.29	\$ 7.00	\$ 532.00
D-30	Soft Rush, 1 Gal., Full, 24" O.C.	EA	217	\$ 9.00	\$ 1,953.00	\$ 62.00	\$ 13,454.00	\$ 6.19	\$ 1,342.80	\$ 7.00	\$ 1,519.00
D-31	Pickernelweed, 1 Gal., Full, 24" O.C.	EA	388	\$ 9.00	\$ 3,492.00	\$ 62.00	\$ 24,056.00	\$ 6.19	\$ 2,400.94	\$ 7.00	\$ 2,716.00
D-32	Bermuda 419 Grass (Baseball Fields and Soccer Field)	SY	47413	\$ 12.15	\$ 576,067.95	\$ 7.66	\$ 363,183.58	\$ 5.66	\$ 268,734.18	\$ 6.30	\$ 298,701.90
D-33	Baseball Infield Clay	SY	4913	\$ 30.00	\$ 147,390.00	\$ 34.00	\$ 167,042.00	\$ 34.12	\$ 167,627.46	\$ 10.00	\$ 49,130.00
D-34	Irrigation	LS	1	\$ 400,000.00	\$ 400,000.00	\$ 1,129,202.00	\$ 1,129,202.00	\$ 387,753.60	\$ 387,753.60	\$ 425,000.00	\$ 425,000.00
D-35	Seed and Mulch	SY	3394	\$ 2.50	\$ 8,485.00	\$ 1.10	\$ 3,733.40	\$ 1.12	\$ 3,812.14	\$ 8.00	\$ 27,152.00
E-1	Basketball Court Pre-Engineered Roof and Columns (Furnish and Install)	LS	1	\$ 560,000.00	\$ 560,000.00	\$ 1,363,636.00	\$ 1,363,636.00	\$ 702,000.00	\$ 702,000.00	\$ 951,170.00	\$ 951,170.00
E-2	Basketball Hoop Structures and Hoops (Furnish and Install)	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 60,260.00	\$ 60,260.00	\$ 6,094.40	\$ 6,094.40	\$ 40,000.00	\$ 40,000.00
E-3	Basketball Court Furnishings (Bleachers, Benches, Tables, Water Fountains) (Furnish and Install)	LS	1	\$ 90,000.00	\$ 90,000.00	\$ 37,305.00	\$ 37,305.00	\$ 124,800.00	\$ 124,800.00	\$ 90,000.00	\$ 90,000.00
E-4	Basketball Court Floor and Foundation Including Column Footers (Furnish and Install)	LS	1	\$ 240,000.00	\$ 240,000.00	\$ 152,362.00	\$ 152,362.00	\$ 283,920.00	\$ 283,920.00	\$ 242,144.00	\$ 242,144.00
E-5	Riser Room Outside Basketball Courts (Furnish and Install)	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 36,844.00	\$ 36,844.00	\$ 26,000.00	\$ 26,000.00	\$ 30,000.00	\$ 30,000.00
E-6	Basketball Courts Fire Protection System (Furnish and Install)	LS	1	\$ 85,000.00	\$ 85,000.00	\$ 131,673.00	\$ 131,673.00	\$ 59,800.00	\$ 59,800.00	\$ 103,764.00	\$ 103,764.00
E-7	Basketball Courts Plumbing (Water and Sewer) (Furnish and Install)	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 35,697.00	\$ 35,697.00	\$ 31,720.00	\$ 31,720.00	\$ 35,000.00	\$ 35,000.00
E-8	Racquetball Court Block Walls, Door, Beams, Roof, and Foundation (Furnish and Install)	LS	1	\$ 160,000.00	\$ 160,000.00	\$ 339,800.00	\$ 339,800.00	\$ 182,000.00	\$ 182,000.00	\$ 145,000.00	\$ 145,000.00
E-9	Racquetball Court Floor (Furnish and Install)	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 52,294.00	\$ 52,294.00	\$ 83,200.00	\$ 83,200.00	\$ 15,000.00	\$ 15,000.00
F-1	Electrical Panels and Field Lighting Cabinet, Service Rack, Power Rack (Furnish and Install)	LS	1	\$ 245,000.00	\$ 245,000.00	\$ 67,687.00	\$ 67,687.00	\$ 35,360.00	\$ 35,360.00	\$ 210,000.00	\$ 210,000.00
F-2	Misc. Electrical Including Conduit, Wire, and Appurtenances (Furnish and Install)	LS	1	\$ 855,000.00	\$ 855,000.00	\$ 878,700.00	\$ 878,700.00	\$ 12,735.28	\$ 12,735.28	\$ 2,400,000.00	\$ 2,400,000.00
F-3	Transformer - Coordinate With Duke Energy (Duke Energy to Install Transformer, Pad, Conduits, Pedestal and Appurtenances)	LS	1	\$ 5,000.20	\$ 5,000.20	\$ 2,850.00	\$ 2,850.00	\$ 13,177.84	\$ 13,177.84	\$ 20,000.00	\$ 20,000.00
F-4	Parking Lot Lights - Coordinate With Duke Energy (Duke Energy to furnish and install parking lot lights including poles, fixtures, foundation, connecting conduits, wires etc.)	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,850.00	\$ 2,850.00	\$ 48,145.76	\$ 48,145.76	\$ 20,000.00	\$ 20,000.00
F-5	Street Lights - Coordinate With Duke Energy (Duke Energy to furnish and install parking poles, fixtures, foundation, connecting conduits, wires Etc.)	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,850.00	\$ 2,850.00	\$ 51,538.24	\$ 51,538.24	\$ 20,000.00	\$ 20,000.00
F-6	Community Center Area Lights - Coordinate with Duke Energy - Duke Energy to furnish and install new fixtures (the new fixtures are to match those proposed with the internal roadway network).	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,850.00	\$ 2,850.00	\$ 32,814.08	\$ 32,814.08	\$ 20,000.00	\$ 20,000.00
F-7	Single point connection for concession stand, fed from panel lpc-2,4. Verify exact location with owner for power source to enter the Concession stand. Provide 120/208v, 3 ph, 125a load center and coordinate load Locations with the City.	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 12,300.00	\$ 12,300.00	\$ 9,286.16	\$ 9,286.16	\$ 20,000.00	\$ 20,000.00
F-8	Furnish and install 20a, weather proof gfci receptacle in each Dugout. Coordinate with the City on the exact location. Receptacles to be Fed out of panel lpc, (ckt-1).	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 9,875.00	\$ 9,875.00	\$ 5,087.68	\$ 5,087.68	\$ 20,000.00	\$ 20,000.00
F-9	Basketball Court Electrical and Lighting, Control Boxes, Etc. (Furnish and Install)	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 33,655.00	\$ 33,655.00	\$ 71,148.48	\$ 71,148.48	\$ 250,000.00	\$ 250,000.00
F-10	Tennis Court Electrical and Lighting Control Boxes, Etc. (Furnish and Install)	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 53,456.00	\$ 53,456.00	\$ 67,868.32	\$ 67,868.32	\$ 75,000.00	\$ 75,000.00
TOTALS				\$ 13,917,700.00		\$ 15,403,663.13		\$ 10,419,673.88		\$ 15,809,171.40	

CITY OF WILDWOOD
MILLENIUM PARK PHASE 1 & 2

CPH BID REVIEW BREAKDOWN
DATE: 10/18/2024
BID DATE: 10/15/2024



 CARR & COLLIER, INC.		 CONTRACTING, INC. C.W.R. CONTRACTING, INC.		 KINGDOM CONSTRUCTION		 H.A. CONTRACTING CORP.	
UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE

BID ALTERNATES

ALT-1	Concrete Ribbon Curb	LF	6050	\$ 38.00	\$ 229,900.00	\$ 24.40	\$ 147,620.00	\$ 29.58	\$ 178,944.48	\$ 35.00	\$ 211,758.00
ALT-2	Three Rail Wood Fence (4 ft) (Furnish and Install) (Onsite Between the Grass Parking area and the new Trail)	LF	564	\$ 32.00	\$ 18,048.00	\$ 32.00	\$ 18,048.00	\$ 35.88	\$ 20,236.32	\$ 15.00	\$ 9,024.00
ALT-3	Compost/Organic Mix for Topsoil	CY	896	\$ 40.00	\$ 35,840.00	\$ 33.00	\$ 29,568.00	\$ 29.90	\$ 26,790.40	\$ 50.00	\$ 44,800.00
BID ALTERNATE TOTALS				\$ 283,788.00		\$ 195,236.00		\$ 225,971.20		\$ 265,582.00	

BID CATEGORY BREAKDOWN

A	General	\$ 2,248,525.84	\$ 3,213,990.00	\$ 1,597,062.30	\$ 2,178,350.00
B	Earthwork, Roads, Parking Lots, & Stormwater	\$ 5,521,745.00	\$ 4,494,079.05	\$ 4,252,421.48	\$ 6,047,289.00
C	Water & Sewer Construction	\$ 943,209.01	\$ 502,487.18	\$ 603,758.96	\$ 639,765.00
D	Hardscape, Landscape, & Irrigation	\$ 2,673,219.95	\$ 3,916,162.90	\$ 2,175,533.39	\$ 2,439,519.40
E	Architectural, Fire Protection, & Plumbing	\$ 1,260,000.00	\$ 2,209,871.00	\$ 1,499,534.40	\$ 1,652,078.00
F	Electrical	\$ 1,271,000.20	\$ 1,067,073.00	\$ 347,161.84	\$ 3,055,000.00
ALT	Bid Alternates	\$ 283,788.00	\$ 195,236.00	\$ 225,971.20	\$ 265,582.00
TOTALS INCLUDING BID ALTERNATES		\$ 14,201,488.00	\$ 15,598,899.13	\$ 10,701,443.57	\$ 16,277,583.40

LEGEND	
\$ 100.00	= Lowest price for a bid item or category.
\$ 100.00	= Total price is not a direct multiple of the unit price.
\$ -	= Item or unit price is not specifically listed in the bid.
\$ 100.00	= Total price was provided based on incorrect quantity.
\$ 100.00	= Unit price / total price appear to have a mistake based on expected price.

CITY OF WILDWOOD
MILLENIU PARK PHASE 1 & 2

CPH BID DOCUMENT CHECKLIST
DATE: 10/18/2024

LEGEND

☐ = Document not provided

☒ 0 = Document provided in an incomplete or unsatisfactory format

☒ X = Document provided in a complete and acceptable format



SECTION #	DOCUMENT DESCRIPTION	CARR & COLLIER, INC.	C.W.R. CONTRACTING, INC.	KINGDOM CONSTRUCTION	H.A. CONTRACTING CORP.
00410	PROPOSAL (BID FORM)	☒ X	☒ X	☒ X	☒ X
00420	BID BOND FORM	☒ X	☒ X	☒ X	☒ X
00430	TRENCH SAFETY FORM	☒ X	☒ X	☒ X	☒ X
00432	NON COLLUSION AFFIDAVIT	☒ X	☒ X	☒ X	☒ X
00434	CONFLICT OF INTEREST AFFIDAVIT	☒ X	☒ X	☒ X	☒ X
00436	FLORIDA STATUES ON PUBLIC ENTITY CRIMES AFFIDAVIT	☒ X	☒ X	☒ X	☒ X
00438	COMPLIANCE WITH THE PUBLIC RECORDS LAW AFFIDAVIT	☒ X	☒ X	☒ X	☒ X
00440	BIDDER INFORMATION AND AFFIDAVIT	☒ X	☒ X	☒ X	☒ X
00450	CERTIFICATION OF NON-SEGREGATED FACILITIES FORM	☒ X	☒ X	☒ X	☒ X
00452	DISPUTES DISCLOSURE FORM	☒ X	☒ X	☒ X	☒ 0
00454	DRUG FREE WORKPLACE FORM	☒ X	☒ X	☒ X	☒ X
00455	CERTIFICATION REGARDING NON-SCRUTINIZED COMPANIES	☒ X	☒ X	☒ X	☒ X
00456	UNAUTHORIZED ALIEN WORKERS AFFIDAVIT	☒ X	☒ X	☒ X	☒ X
00458	E-VERIFY COMPLIANCE AFFIDAVIT	☒ X	☒ X	☒ X	☒ X
00460	AMERICANS WITH DISABILITIES ACT AFFIDAVIT	☒ X	☒ X	☒ X	☒ X
00462	EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION	☒ X	☒ X	☒ X	☒ X
00463	CERTIFICATION REGARDING DEBARMENT	☒ X	☒ X	☒ X	☒ X
00465	SCHEDULE OF PROPOSED SUBCONTRACTORS	☒ X	☒ X	☒ X	☒ 0
N/A	W-9 IDENTIFICATION NUMBER & CERTIFICATION	☒ X	☒ X	☒ X	☒ X
N/A	GENERAL CONTRACTING LICENSE	☒ X	☒ X	☒ X	☒ X
N/A	UNDERGROUND UTILITY & EXCAVATION CERTIFICATION	☒ X	☐	☒ X	☐
N/A	IRRIGATION CONTRACTOR LICENSE	☐	☐	☒ X	☐
N/A	CERTIFICATE OF LIABILITY INSURANCE	☒ X	☒ X	☒ X	☐
N/A	CERTIFICATE OF INCORPORATION (FL)	☒ X	☒ X	☒ X	☐



CPH BID NOTES & RECOMMENDATION
DATE: 10/18/2024

CARR & COLLIER, INC. BID NOTES

1. 2nd lowest bidder with no notable exclusions in the bid amounts.
2. One assumed bid price mistake with the misinterpretation of what will constitute the wayfinding sign.
3. Provided the highest overall cost for bid alternate items.
4. Submitted all required documents with the bid package.
5. Was a responsive bidder during the bid process and asked 20 bid questions.
6. 19 years of experience as a prime contractor.
7. Has past work experience with stormwater systems, utility installation, sports field restoration, and paving. Carr & Collier has worked on park improvement projects in the past.
8. Subcontractors are clearly stated and their material quotes are supplied with the bid.
9. A project superintendent is listed but the potential project manager has yet to be determined.

C.W.R. CONTRACTING, INC. BID NOTES

1. 3rd lowest bidder with no notable exclusions in the bid amounts.
2. Two assumed bid price mistakes: (1) The low unit cost for the concrete rip-rap indicates a bid valuation below the standards in the specification; (2) The high unit cost of \$79,199 for a vinyl coated chain link fence gate and wind screen is over 50 times fair market value.
3. Provided the lowest overall cost for bid alternate items.
4. Submitted all required documents with the bid package.
5. Was a responsive bidder during the bid process and asked 22 bid questions.
6. 48 years of experience as a prime contractor.
7. Has extensive past work experience with paving, grading, and stormwater improvements and limited experience with park improvements (Florida Crossroads Commerce Park).
8. Subcontractors are clearly stated but their material quotes are not supplied with the bid.
9. Both the project manager and super intendent have yet to be determined.

KINGDOM CONSTRUCTION BID NOTES

1. Lowest bidder but notably excludes erosion/sedimentation control, retaining walls, and guardrails from the bid.
2. Four assumed bid price mistakes: (1) The low unit cost for the concrete rip-rap indicates a bid valuation below the standards in the specification; (2) The high unit cost of \$79,199 for a vinyl coated chain link fence gate and wind screen is over 50 times fair market value.
3. Many bid amount discrepancies where unit costs do not add up to total costs.
4. Submitted all required documents with the bid package.
5. Was a responsive bidder during the bid process and asked 10 bid questions.
6. 20 years of experience as a prime contractor.
7. **Does not specialize in large-scale sitework projects. Most of their work experience is small-scale commercial sites, single-family residences, and building renovations. Millennium Park seems to be a much larger project than anything in their portfolio. Work experience excludes true park projects.**
8. Subcontractors are clearly stated but their material quotes are not supplied with the bid.
9. Both the project manager and super intendent are specified in the bid.

H.A. CONTRACTING CORP. BID NOTES

1. Highest bidder with no notable exclusions in the bid amounts.
2. Two assumed bid price mistakes: (1) The 12"x1" service saddle and corporation stops were priced for a quantity of 1 but the design requires 2; (2) The 3" Red Maples were priced for a quantity of 31 but the design requires 30.
3. There are 3 bid amount discrepancies where unit costs do not add up to total costs.
4. Submitted all required documents with the bid package but the disputes disclosure form and the schedule of proposed subcontractors were not completed correctly or incomplete.
5. This bidder did not submit any questions during the bid process.
6. 41 years of experience as a prime contractor.
7. Has past work experience with stormwater management systems, utility installation and buidling/parking lot construction. There is no recent experience specifically in park improvements but they have experience in facilities with mini-parks, recreation areas, and sports arenas.
8. Only one subcontractor was disclosed but material quotes are not supplied with the bid.
9. Both the project manager and super intendent are specified in the bid.

CPH FINAL RECOMMENDATION

CPH acknowledges and recommends Carr & Collier, Inc. as most deserving of consideration of the City of Wildwood for award of the Millennium Park Phase 1 & 2 project, based on the information provided in the respective bid packages. Carr & Collier, Inc., in the opinion of CPH, appear to be the lowest responsive, responsible, and qualified bidder. Kingdom Construction came in as the true lowest bidder but their experience does not meet the expected contractor qualifications for a project of this scale/scope and their bid total came in well below the CPH opinion of probable cost.

From: [Robert Schoepe](#)
To: [Jeremy Hockenbury](#)
Cc: [Hector Sanchez](#)
Subject: RE: Millennium Park Phase 1 & 2 REBID
Date: Wednesday, October 23, 2024 3:05:00 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[Procurement summary of the Executive Summary for the Agenda.docx](#)

Hello Jeremy,

The draft of the Agenda Executive Summary has been started and includes the Purchasing Summary paragraph. The draft is attached. In the link below are the support documents you might need.

- The ITB – project manual (basic specifications)
- Official Bid Tabulation
- Bid submitted by the recommended awardee

 [ITB2024-30 shared docs](#)

I have noticed that Kimely-Horn usually writes an official *recommendation for award letter* that is included with the bid tab on the agenda. CPH did not include a recommendation letter. Unlike RFPs, ITBs do not have the original bid submitted by the awardee but I have included in the shared folder in case you need it.

Hope that helps,

Thanks,

Robert

Robert Schoepe
City of Wildwood - Finance
Procurement Program Manager

From: Jeremy Hockenbury <jhockenbury@wildwood-fl.gov>
Sent: Wednesday, October 23, 2024 9:28 AM
To: Robert Schoepe <rschoepe@wildwood-fl.gov>
Cc: Hector Sanchez <hsanchez@wildwood-fl.gov>
Subject: Re: Millennium Park Phase 1 & 2 REBID

Robert,

Based on the engineer's evaluation, which identified missing items in Kingdom's bid, I agree with their recommendation to award the contract to Carr & Collier as the lowest responsive bidder. I support moving forward with this approach.

Jeremy Hockenbury

Public Works Director

743 Huey Street

Wildwood, FL 34785

352.330.1343 x 402



jhockenbury@wildwood-fl.gov

From: Robert Schoepe <rschoepe@wildwood-fl.gov>
Sent: Tuesday, October 22, 2024 4:37 PM
To: Jeremy Hockenbury <jhockenbury@wildwood-fl.gov>
Subject: RE: Millennium Park Phase 1 & 2 REBID

Hello Jeremy,

The cph report is recommending Carr & Collier. According to the cph notes, Kingdom's bid response was determined to be incomplete. The bid response notably excludes erosion/sedimentation control, retaining walls, and guardrails.

In addition, Their notes indicate that bid amount discrepancies (where unit costs did not reconcile to the total cost) prevents the identification of Kingdom as the low bidder.

Also, the absence of the required material quotes contributes to the non-responsive conclusion.

So if we are to go with the 2nd lowest bidder as recommended, then Kingdom's bid needs to be declared non-responsive and/ or non-responsible by the City. See the attached draft letter regarding the non-responsive determination for Kingdom.

Are you good with this?

If so, I will send it out this week and we remain on track for the first meeting in November.

Thanks,

Robert

Robert Schoepe
City of Wildwood - Finance
Procurement Program Manager

From: Jeremy Hockenbury <jhockenbury@wildwood-fl.gov>
Sent: Tuesday, October 22, 2024 11:32 AM
To: Robert Schoepe <rschoepe@wildwood-fl.gov>
Subject: Re: Millennium Park Phase 1 & 2 REBID

Thanks Robert

Jeremy Hockenbury



Public Works Director
743 Huey Street
Wildwood, FL 34785
352.330.1343 x 402
jhockenbury@wildwood-fl.gov



CITY OF WILDWOOD

Invitation to Bid No. 2024-30

Millennium Park Phase 1 & 2

To: Ian Nichols, President

Kingdom Construction

Date: October 24, 2024

Re: Non-Responsive Determination

The City of Wildwood appreciates your participation in the competitive solicitation process establishing best value for the City's Millennium Park project. The bid responses to the above referenced Invitation to Bid (ITB) have been reviewed by City staff and engineering consultants to identify the lowest responsive and responsible bid.

The Kingdom bid response has been determined to be non-responsive. The bid response notably excludes erosion/sedimentation control, retaining walls, and guardrails. In addition, bid amount discrepancies between unit costs and the total cost were identified. As per 1.12 (D) of the Instructions to Bidder:

The Bid Form shall be completely filled out including the Bidder information; acknowledgement of receipt of all Addenda; *the Bid Amount including Unit Prices and Total Prices* for all Items including all alternate items;

In addition, the absence of the required material quotes impacts the bid status. In accordance with 1.11 (A) of the Instructions to Bidder:

Bidders are required to submit (with the Bid) material price quotes...

Thank you for your interest in the City's invitation to bid. Your company is welcome to respond to future opportunities.

Robert Schoepe

Procurement Program Manager

City of Wildwood

From: DemandStar <supplierservices@demandstar.com>
Sent: Friday, November 1, 2024 11:50 AM
To: Carr & Collier Estimating <Estimate@carrandcollier.com>
Subject: You've been awarded a bid on DemandStar.

City of Wildwood has picked you as an awardee!

Dear Reynolds Holiman,

Congratulations! You have been awarded the following bid.

City of Wildwood Millennium Park - Phase 1 & 2

Agency: City of Wildwood
Bid Writer: Hector Sanchez
Bid Number: ITB-2024-30-0-2024/HS

If you have questions, please direct further correspondence to:

City of Wildwood

Email Address: hsanchez@wildwood-fl.gov
Phone Number:
Job Title: Capital Project Coordinator

City of Wildwood has identified documents you are required to review. There may also be additional documentation you must provide. Please go to [Bid Details](#) page for more information.

Sincerely,
The DemandStar team



From: [Jason McHugh](#)
To: [Ian Nichols](#)
Cc: [Jessica Barnes](#); [Ed Wolf](#); [Pamala Bivins](#); [Julian Green](#); [Joe Elliott](#); [Marcos Flores](#)
Subject: RE: Millennium Park Bid
Date: Friday, November 1, 2024 3:50:00 PM
Attachments: [City of Wildwood - Contest of Non-Responsive Bid Letter - SENT 10.25.24.pdf](#)
[COW Bid Appeal Procedures.pdf](#)
[Bid Review Recommendation 10-18-24.pdf](#)
[image001.png](#)

Good Afternoon Ian:

The bid tabulation for the Millennium Park Phase 1 and 2 project has been posted to Demand Star and our website. As we discussed during our meeting on Wednesday, the Appeal Procedures within the City's procurement policy require any bidder affected adversely by an intended decision to file a written notice of intent to file a protest within 72 hours (not excluding Saturday and Sunday). Please submit the written intent to protest to the City Clerk, Jessica Barnes, no later than the close of business on Wednesday, November 6th. Jessica is copied on this email.

The second step in the process is to file a formal written protest (including all support documentation and justification) within 10 days of the filing of the notice of intent to protest. Upon receipt of your intent to protest, the City Clerk will notify the three other respondents of your intent. Concurrently, I will conduct my review of the bid process, bid documents, and the Engineer's recommendation. I will promptly complete that review and will schedule the Protest Meeting pursuant to Section 5 of the City's Appeal Procedures.

Please do not hesitate to ask any questions you may have regarding the appeal process.

Thank you again for your interest in the project. Have a great weekend!

Regards,



Jason F. McHugh, CPM, AICP
City Manager

352.330.1330 x125
jmchugh@wildwood-fl.gov
www.wildwood-fl.gov



TO: CITY OF WILDWOOD
FROM: IAN NICHOLS, KINGDOM CONSTRUCTION
DATE: 11/4/2024
SUBJECT: NOTICE OF INTENT TO FILE A BID PROTEST FOR ITB2024-30
WILDWOOD MILLENIUM PARK PHASE 1&2

To whom it may concern,

I am writing this letter to serve as official notice of Kingdom Construction's intent to protest the results of the bid tabulation stating that another contractor was the lowest responsive and responsible bidder, even though our bid submission was substantially lower and even after price adjustments made by the Engineer of Record. This bid tabulation was posted on 11/1/2024. I will be submitting a formal bid protest within ten (10) days from today per the instructions provided by the City Manager.

Thank you,

Ian Nichols
ian@kingdomconstruction.org
Mobile: 352-502-1647
President
Kingdom Construction
CGC1524839

PHONE: 352-600-1289



TO: CITY OF WILDWOOD
FROM: IAN NICHOLS, KINGDOM CONSTRUCTION
DATE: 11/13/2024
SUBJECT: BID APPEAL FOR ITB2024-30

To whom it may concern,

We are writing in response to the City's determination not to award this contract to our company. We wholly contest the decision that was made by the City of Wildwood to consider our bid non-responsive.

According to the Instructions to Bidder, it states the following in Section 1.17 titled Responsiveness Requirements: "To be judged responsive, the Bidder shall execute, and return the following forms and required information with the bid" and lists all of the documents that were submitted by Kingdom Construction with exception to the last item, which is the Material price quotes. However, Section 1.11a does not list the material quotes as being a requirement but only needed if we intend to send the City a Change Order for material escalation, which we do not. We issue subcontracts shortly after the award and material escalation is not allowed within our contracts. Considering these things, we feel that we are in fact responsive because we submitted all of the forms required and should not have been considered non-responsive.

The letter from Robert Schoepe with City of Wildwood dated 10/24/24 stated that our bid "notably excludes erosion/sedimentation control, retaining walls, and guardrails." This is not accurate. Additionally, the value of the erosion control, gravity wall and the handrail mentioned as being omitted would not cause there to be a new low bidder if adding values provided by other contractors (estimated around \$100,000.00) to our contract.

Further down in the referenced letter, Robert Schoepe references section 1.12 (D) as justification for being non-responsive. Firstly, as stated previously, what deems non-responsiveness is contained in 1.17, not 1.12 (D). Secondly, the recommendation of award by the Engineer of Record for the last bid (ITB 2023-17 on 8/10/23) stated that there were issues with the Bid Form of Earthscapes but they still recommended them for the project, reference CPH's document dated 8/16/23 (attached as Exhibit A) – and the Engineer permitted Earthscapes to increase their bid amount (which we are not requesting).

The 2nd low bidder has been millions of dollars higher than the low bid in each of the last two bid submissions (the last bid they were \$3,396,547.12 higher than

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Earthscapes, which is similar to the difference between our bid and theirs during this bid). It is reasonable to conclude that this is not the most competitive bidder. We question if this decision would be proper stewardship of City resources. If the difference between the low and 2nd low bid were minor, we feel that this could be justified. However, we do not feel that the taxpayers should bear the burden of an additional \$3,498,026.12 due to small clerical issues that were permitted in previous bids. We feel that this is discriminatory towards our company and as life-long residents and our business being located in Wildwood, we strongly contest the City's decision and request that this non-responsive determination be withdrawn. We provided what was required in the Responsive Requirements. The Instructions to Bidder do not state that if there are minor errors on the Bid Form you will be deemed non-responsive. We consider these as minor errors in transposing from our software over to the Engineer of Record's Bid Form. These errors were made in haste while transposing to meet the bid deadline with incoming subcontractor bids, scope revisions and clarifications from our subcontractors on the bid date. Certain unit prices and line items may not have computed properly but the bottom-line number of \$10,419,673.88 is all-inclusive. The entire scope of work was included in our bid and the Engineer or City of Wildwood would have known that if they had reached out for clarification prior to rejecting our bid as non-responsive.

This is a bonded job so if we were not able to complete the project, our bond would pay for the project to be completed. This would not burden the City enough to equate to such a large difference between our bid and the next bidder.

We believe that the relief that is due to our company should be an award for this project, as we have priced the drawings and specifications in their entirety, purposefully in a competitive manner, and our base bid amount of \$10,419,673.88 is inclusive of the scope of work set forth in the documents provided. If this were to be awarded to the next contractor, it will most certainly not be in taxpayers or the City's best interest.

Thank you,

Ian Nichols

President

Kingdom Construction

352-600-1289

ian@kingdomconstruction.org

CGC1524839

1102 N Main Street Suite E, Wildwood FL 34785
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EXHIBIT A

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID REVIEW BREAKDOWN
DATE: 8/16/2023



ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A-1	Bonds and Insurance	LS	1	\$ 220,000.00	\$ 220,000.00	\$ 225,001.48	\$ 225,001.48		\$ -
A-2	Mobilization	LS	1	\$ 1,375,000.00	\$ 1,375,000.00	\$ 792,549.35	\$ 792,549.35		\$ -
A-3	Preconstruction Topographic Surveying	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 5,200.00	\$ 5,200.00		\$ -
A-4	Record Drawings	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 25,000.00	\$ 25,000.00		\$ -
A-5	Demobilization, Cleanup, Project Closeout (Incl. Material and Workmanship Bond)	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 250,000.00	\$ 250,000.00		\$ -
A-6	Preconstruction Video	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 4,500.00	\$ 4,500.00		\$ -
A-7	Temporary Traffic Control - Millennium Park	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 33,227.63	\$ 33,227.63		\$ -
A-8	Temporary Traffic Control - Powell Rd.	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 35,314.88	\$ 35,314.88		\$ -
A-9	Erosion and Sediment Control	LS	1	\$ 21,000.00	\$ 21,000.00	\$ 101,639.33	\$ 101,639.33		\$ -
A-10	Silt Fence	LF	10450	\$ 3.00	\$ 31,350.00	\$ 3.01	\$ 31,485.85		\$ -
A-11	Clearing and Grubbing	LS	1	\$ 447,000.00	\$ 447,000.00	\$ 342,118.36	\$ 342,118.36		\$ -
A-12	Demolition - Existing Driveway Aprons, Crushed Asphalt Parking Area, Concrete Pad at New Racquetball Court, Misc. Portions of Dirt Trail	LS	1	\$ 397,000.00	\$ 397,000.00	\$ 28,031.70	\$ 28,031.70		\$ -
B-1	Regular Excavation (ACAD Measurement Based on LIDAR Data and Proposed Elevations and 25% Increase to ACAD Measurement)	CY	27865	\$ 33.00	\$ 919,545.00	\$ 10.19	\$ 283,944.35		\$ -
B-2	Embankment (Fill Placement) ACAD Measurement Based on LIDAR Data and Proposed Elevations and 25% Increase to ACAD Measurement)	CY	26061.3	\$ 29.00	\$ 755,777.70	\$ 13.96	\$ 363,815.75		\$ -
B-3	Borrow Material (Allowance)	CY	10000	\$ 25.00	\$ 250,000.00	\$ 28.35	\$ 283,500.00	\$ 264,400.00	\$ 2,644,000,000.00
B-4	Allowance - Additional Earthwork (If Needed)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 80,214.80	\$ 80,214.80	\$ 83,262.00	\$ 83,262.00
B-5	8" Stabilized Subgrade or 4" Crushed Concrete Subgrade (Furnish and Install) (Trail, Cart Path)	SY	11176	\$ 17.00	\$ 189,992.00	\$ 7.73	\$ 86,390.48		\$ -
B-6	12" Stabilized Subgrade or 6" Crushed Concrete Subgrade (Furnish and Install) (Road, Turn Lane, Parking Lots, Turnaround Area)	SY	21824	\$ 17.00	\$ 371,008.00	\$ 10.06	\$ 219,549.44		\$ -
B-7	6" Limerock Base or 6" Crushed Concrete Base (Furnish and Install) (Road, Parking Lots, Trail, Cart Path)	SY	19734	\$ 18.00	\$ 355,212.00	\$ 17.23	\$ 340,016.82		\$ -
B-8	10" Limerock Base or 10" Crushed Concrete Base (Furnish and Install) (Turn Lane)	SY	563	\$ 30.00	\$ 16,890.00	\$ 29.57	\$ 16,647.91		\$ -
B-9	Asphalt Surface Course, Type SP 9.5 (1") (Furnish and Install) (Trail, Cart Path)	TN	426	\$ 300.00	\$ 127,800.00	\$ 195.95	\$ 83,474.70		\$ -
B-10	Asphalt Surface Course, Type SP 12.5 (1.5") (Furnish and Install) (Road, Turn Lane, Parking Lots)	TN	1599	\$ 300.00	\$ 479,700.00	\$ 176.44	\$ 282,127.56		\$ -
B-11	Asphalt Friction Course, Type SP 12.5 (1.5") (Traffic C) (PG 76-22) (Furnish and Install) (Turn Lane)	TN	46	\$ 300.00	\$ 13,800.00	\$ 310.89	\$ 14,300.94		\$ -
B-12	Ditch Bottom Inlet Type C (P-Bottom) (<10') (Furnish and Install)	EA	14	\$ 13,000.00	\$ 182,000.00	\$ 5,100.65	\$ 71,409.10		\$ -
B-13	Ditch Bottom Inlet Type C (P-Bottom With Sump) (<10') (Furnish and Install)	EA	1	\$ 14,000.00	\$ 14,000.00	\$ 6,878.00	\$ 6,878.00		\$ -
B-14	Ditch Bottom Inlet Type C (J-Bottom) (<10') (Furnish and Install)	EA	1	\$ 15,000.00	\$ 15,000.00	\$ 10,069.63	\$ 10,069.63		\$ -
B-15	Ditch Bottom Inlet Type D (P-Bottom) (<10') (Furnish and Install)	EA	1	\$ 16,000.00	\$ 16,000.00	\$ 6,831.26	\$ 6,831.26		\$ -
B-16	Ditch Bottom Inlet Type D (J-Bottom) (<10') (Furnish and Install)	EA	3	\$ 17,000.00	\$ 51,000.00	\$ 10,241.04	\$ 30,723.12		\$ -
B-17	Ditch Bottom Inlet Type D (J-Bottom With Sump) (<10') (Furnish and Install)	EA	2	\$ 18,000.00	\$ 36,000.00	\$ 10,069.63	\$ 20,139.26		\$ -
B-18	Type P-8 Manhole (<10') (Furnish and Install)	EA	4	\$ 14,000.00	\$ 56,000.00	\$ 5,857.78	\$ 23,431.12		\$ -
B-19	Type J-8 Manhole (<10') (Furnish and Install)	EA	3	\$ 16,000.00	\$ 48,000.00	\$ 8,204.22	\$ 24,612.66		\$ -
B-20	Nyoplast or Equal Drain Basin (8") (<10') (Furnish and Install)	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 2,090.55	\$ 6,271.65		\$ -
B-21	Nyoplast or Equal Drain Basin (10") (<10') (Furnish and Install)	EA	6	\$ 1,600.00	\$ 9,600.00	\$ 2,340.46	\$ 14,042.76		\$ -
B-22	Nyoplast or Equal Drain Basin (12") (<10') (Furnish and Install)	EA	2	\$ 2,100.00	\$ 4,200.00	\$ 3,113.67	\$ 6,227.34		\$ -
B-23	Nyoplast or Equal Drain Basin (15") (<10') (Furnish and Install)	EA	2	\$ 2,600.00	\$ 5,200.00	\$ 3,711.10	\$ 7,422.20		\$ -
B-24	Nyoplast or Equal Drain Basin (24") (<10') (Furnish and Install)	EA	1	\$ 3,600.00	\$ 3,600.00	\$ 4,718.48	\$ 4,718.48		\$ -
B-25	Concrete Mitered End Section (12") (Furnish and Install)	EA	1	\$ 4,600.00	\$ 4,600.00	\$ 3,114.30	\$ 3,114.30		\$ -
B-26	Concrete Mitered End Section (18") (Furnish and Install)	EA	4	\$ 5,000.00	\$ 20,000.00	\$ 3,705.04	\$ 14,820.16		\$ -
B-27	Concrete Mitered End Section (24") (Furnish and Install)	EA	2	\$ 20,000.00	\$ 40,000.00	\$ 4,188.92	\$ 8,377.84		\$ -

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID REVIEW BREAKDOWN
DATE: 8/16/2023



ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
B-28	Concrete Mitered End Section (30") (Furnish and Install)	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 7,599.88	\$ 7,599.88	\$ -	\$ -
B-29	Concrete Mitered End Section (36") (Furnish and Install)	EA	1	\$ 20,000.00	\$ 20,000.00	\$ 9,213.32	\$ 9,213.32	\$ -	\$ -
B-30	Concrete Mitered End Section (12"x18") (Furnish and Install)	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 3,520.31	\$ 7,040.62	\$ -	\$ -
B-31	Concrete Mitered End Section (19"x30") (Furnish and Install)	EA	4	\$ 5,500.00	\$ 22,000.00	\$ 4,180.57	\$ 16,722.28	\$ -	\$ -
B-32	8" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	141	\$ 55.00	\$ 7,755.00	\$ 74.57	\$ 10,514.37	\$ -	\$ -
B-33	10" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	614	\$ 60.00	\$ 36,840.00	\$ 73.96	\$ 45,411.44	\$ -	\$ -
B-34	12" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	303	\$ 65.00	\$ 19,695.00	\$ 75.68	\$ 22,931.04	\$ -	\$ -
B-35	15" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	649	\$ 70.00	\$ 45,430.00	\$ 82.29	\$ 53,406.21	\$ -	\$ -
B-36	18" Storm Sewer (RCP) (Furnish and Install)	LF	1745	\$ 110.00	\$ 191,950.00	\$ 96.55	\$ 168,479.75	\$ -	\$ -
B-37	24" Storm Sewer (RCP) (Furnish and Install)	LF	614	\$ 170.00	\$ 104,380.00	\$ 130.24	\$ 79,967.36	\$ -	\$ -
B-38	30" Storm Sewer (RCP) (Furnish and Install)	LF	145	\$ 200.00	\$ 29,000.00	\$ 182.95	\$ 26,527.75	\$ -	\$ -
B-39	36" Storm Sewer (RCP) (Furnish and Install)	LF	496	\$ 230.00	\$ 114,080.00	\$ 179.03	\$ 88,798.88	\$ -	\$ -
B-40	12"x18" Storm Sewer (ERCP) (Furnish and Install)	LF	46	\$ 140.00	\$ 6,440.00	\$ 196.03	\$ 9,044.98	\$ -	\$ -
B-41	19"x30" Storm Sewer (ERCP) (Furnish and Install)	LF	154	\$ 220.00	\$ 33,880.00	\$ 225.65	\$ 34,750.10	\$ -	\$ -
B-42	Underdrain Type II (12" PVC, Aggregate, Filter Fabric) (Furnish and Install)	LF	698	\$ 130.00	\$ 90,740.00	\$ 129.09	\$ 90,104.82	\$ -	\$ -
B-43	Underdrain Header Pipe (12" PVC) (Furnish and Install)	LF	397	\$ 100.00	\$ 39,700.00	\$ 46.01	\$ 18,265.97	\$ -	\$ -
B-44	Underdrain Cleanouts (Furnish and Install)	EA	26	\$ 1,700.00	\$ 44,200.00	\$ 1,826.96	\$ 47,501.22	\$ -	\$ -
B-45	Concrete Curb and Gutter, Type 'F' (Furnish and Install)	LF	422	\$ 36.00	\$ 15,192.00	\$ 32.15	\$ 13,568.99	\$ -	\$ -
B-46	Concrete Valley Gutter (Furnish and Install)	LF	391	\$ 42.00	\$ 16,422.00	\$ 43.41	\$ 16,974.29	\$ -	\$ -
B-47	Standard Concrete Sidewalk (Including Ramps and Warning Mats), Bench, and Trash Receptacle Core	SY	70	\$ 70.00	\$ 4,900.00	\$ 142.88	\$ 10,001.32	\$ -	\$ -
B-48	Concrete Sidewalk (4" With Thickened Edge) (Furnish and Install)	SY	485	\$ 95.00	\$ 46,075.00	\$ 142.88	\$ 69,294.86	\$ -	\$ -
B-49	Misc. Concrete Pads (6") (Furnish and Install)	SY	417	\$ 100.00	\$ 41,700.00	\$ 102.60	\$ 42,785.45	\$ -	\$ -
B-50	Standard Concrete (6") (Furnish and Install) (Trail Crossing at Access Rd)	SY	236	\$ 100.00	\$ 23,600.00	\$ 102.60	\$ 24,214.31	\$ -	\$ -
B-51	Heavy Duty Concrete (7") (Furnish and Install) (Food Truck Parking Area and Driveway and Concessions)	SY	2326	\$ 135.00	\$ 314,010.00	\$ 107.27	\$ 249,514.67	\$ -	\$ -
B-52	Concrete Rip Rap (At Pond Bottom At MES)	SY	134	\$ 200.00	\$ 26,800.00	\$ 149.36	\$ 20,014.51	\$ -	\$ -
B-53	Wheel Stops	EA	239	\$ 100.00	\$ 23,900.00	\$ 169.20	\$ 40,438.68	\$ -	\$ -
B-54	Three Rail Wood Fence (4 ft) (Furnish and Install) (Along Powell Rd.)	LF	485	\$ 30.00	\$ 14,550.00	\$ 33.84	\$ 16,414.58	\$ -	\$ -
B-55	Tennis Court Construction (Sub-base, Base, Concrete, Painting, Striping)	LS	1	\$ 220,000.00	\$ 220,000.00	\$ 146,261.27	\$ 146,261.27	\$ -	\$ -
B-56	Street Signs and Posts (Furnish and Install)	EA	27	\$ 500.00	\$ 13,500.00	\$ 1,691.94	\$ 45,682.31	\$ -	\$ -
B-57	Wayfinding Signage	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 6,767.75	\$ 6,767.75	\$ -	\$ -
B-58	Painted Pavement Markings (4" White at Parking Stalls) (Furnish and Install)	LF	4338	\$ 1.00	\$ 4,338.00	\$ 1.36	\$ 5,886.67	\$ -	\$ -
B-59	Painted Pavement Markings (6" Blue at ADA Parking Stalls) (Furnish and Install)	LF	216	\$ 1.50	\$ 324.00	\$ 2.70	\$ 583.74	\$ -	\$ -
B-60	Painted Pavement Markings (6" White at ADA Parking Stalls) (Furnish and Install)	LF	264	\$ 1.50	\$ 396.00	\$ 2.70	\$ 713.46	\$ -	\$ -
B-61	ADA Parking Aisle Striping and Handicap Symbol (Painted) (Furnish and Install)	EA	6	\$ 125.00	\$ 750.00	\$ 406.07	\$ 2,436.39	\$ -	\$ -
B-62	Thermoplastic, Std, White, Solid 12"	LF	101	\$ 6.00	\$ 606.00	\$ 6.77	\$ 684.12	\$ -	\$ -
B-63	Thermoplastic, Std, White, Solid, 24"	LF	206	\$ 12.00	\$ 2,472.00	\$ 9.48	\$ 1,952.06	\$ -	\$ -
B-64	Thermoplastic, Standard, White, Arrow	EA	11	\$ 120.00	\$ 1,320.00	\$ 101.52	\$ 1,116.74	\$ -	\$ -
B-65	Thermoplastic, Std-Op, Yellow, Solid, 12"	LF	393	\$ 8.00	\$ 3,144.00	\$ 6.77	\$ 2,661.99	\$ -	\$ -
B-66	Thermoplastic, Std-Op, Yellow, Solid, 6"	LF	1200	\$ 3.00	\$ 3,600.00	\$ 2.70	\$ 3,243.00	\$ -	\$ -
C-1	Remove Existing Inactive 6" Force Main	LF	505	\$ 15.00	\$ 7,575.00	\$ 27.11	\$ 13,688.26	\$ -	\$ -
C-2	Remove Existing 12" Water Main	LF	1011	\$ 17.00	\$ 17,187.00	\$ 29.64	\$ 29,956.84	\$ -	\$ -
C-3	Remove Existing 8" Sanitary Sewer	LF	819	\$ 20.00	\$ 16,380.00	\$ 26.14	\$ 21,408.25	\$ -	\$ -
C-4	Remove Existing Sanitary Sewer Manhole	EA	2	\$ 15,000.00	\$ 30,000.00	\$ 3,166.69	\$ 6,333.37	\$ -	\$ -
C-5	1" Water Service Line (Open Cut or Dir. Drill) (PE) (Furnish and Install)	LF	218	\$ 30.00	\$ 6,540.00	\$ 29.91	\$ 6,520.71	\$ -	\$ -
C-6	4" Water Main (Open Cut) (DI) (Restrained) (Furnish and Install)	LF	180	\$ 100.00	\$ 18,000.00	\$ 104.81	\$ 11,319.48	\$ -	\$ -

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID REVIEW BREAKDOWN
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ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
C-7	8" Water Main (Open Cut) (PVC) (Unrestrained) (Furnish and Install)	LF	151	\$ 110.00	\$ 16,610.00	\$ 79.12	\$ 11,947.12	\$	-
C-8	8" Water Main (Open Cut) (PVC) (Restrained) (Furnish and Install)	LF	216	\$ 120.00	\$ 25,920.00	\$ 103.00	\$ 10,506.00	\$	-
C-9	12" Water Main (Open Cut) (PVC) (Unrestrained) (Furnish and Install)	LF	848	\$ 140.00	\$ 118,720.00	\$ 100.44	\$ 85,173.97	\$	-
C-10	12" Water Main (Open Cut) (PVC) (Restrained) (Furnish and Install)	LF	627	\$ 170.00	\$ 106,590.00	\$ 122.21	\$ 76,625.98	\$	-
C-11	4" D.I. Bends (45, 90) (Water Main) (Furnish and Install)	EA	6	\$ 600.00	\$ 3,600.00	\$ 1,148.77	\$ 6,892.62	\$	-
C-12	8" D.I. Bends (45, 90) (Water Main) (Furnish and Install)	EA	5	\$ 850.00	\$ 4,250.00	\$ 1,551.40	\$ 7,756.98	\$	-
C-13	12" D.I. Bends (11.25, 22.5, 45, 90) (Water Main) (Furnish and Install)	EA	7	\$ 1,400.00	\$ 9,800.00	\$ 2,353.69	\$ 16,475.85	\$	-
C-14	12" D.I. Tee (12"x4", 12"x6") (Water Main) (Furnish and Install)	EA	3	\$ 900.00	\$ 2,700.00	\$ 2,787.46	\$ 8,362.39	\$	-
C-15	12" D.I. Wye / Tee (12"x12") (Water Main) (Furnish and Install)	EA	2	\$ 2,200.00	\$ 4,400.00	\$ 3,303.49	\$ 6,606.98	\$	-
C-16	8" D.I. Plug / Cap (Water Main) (Furnish and Install)	EA	1	\$ 1,900.00	\$ 1,900.00	\$ 899.59	\$ 899.59	\$	-
C-17	12" D.I. Plug / Cap (Water Main) (Furnish and Install)	EA	3	\$ 2,000.00	\$ 6,000.00	\$ 1,424.67	\$ 4,274.00	\$	-
C-18	Temporary Jumper Connection (Furnish and Install, Remove)	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 4,439.62	\$ 4,439.62	\$	-
C-19	12" x 1" Service Saddle and Corp. Stop (Furnish and Install)	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 1,075.40	\$ 2,150.80	\$	-
C-20	12" x 8" Tapping Sleeve and Valve (Furnish and Install)	EA	1	\$ 7,000.00	\$ 7,000.00	\$ 9,750.98	\$ 9,750.98	\$	-
C-21	12" x 12" Tapping Sleeve and Valve (Furnish and Install)	EA	2	\$ 10,000.00	\$ 20,000.00	\$ 14,724.07	\$ 29,448.14	\$	-
C-22	Close Valves, Connect to Existing 12" Water Main	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 3,901.40	\$ 3,901.40	\$	-
C-23	1" Gate Valve	EA	2	\$ 700.00	\$ 1,400.00	\$ 1,342.46	\$ 2,684.93	\$	-
C-24	Fire Hydrant Assembly (Furnish and Install)	EA	2	\$ 7,600.00	\$ 15,200.00	\$ 9,328.11	\$ 18,656.22	\$	-
C-25	Blowoff Assembly (Furnish and Install)	EA	2	\$ 2,600.00	\$ 5,200.00	\$ 2,495.68	\$ 4,991.37	\$	-
C-26	Fire Department Connection (4") (Furnish and Install)	EA	1	\$ 9,000.00	\$ 9,000.00	\$ 6,523.43	\$ 6,523.43	\$	-
C-27	Line Stop Assembly, 12" (Furnish and Install) (If Needed)	EA	2	\$ 9,000.00	\$ 18,000.00	\$ 9,900.84	\$ 19,801.69	\$	-
C-28	Install Thrust Collar, Cut and Cap Existing 12" Water Main	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 2,063.91	\$ 4,127.81	\$	-
C-29	Bypass Pumping (Sanitary Sewer)	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 55,508.25	\$ 55,508.25	\$	-
C-30	8" Sanitary Sewer Line (Open Cut) (PVC) (Furnish and Install)	LF	1703	\$ 70.00	\$ 119,210.00	\$ 105.64	\$ 179,903.22	\$	-
C-31	Sanitary Sewer Manhole (Furnish and Install)	EA	7	\$ 18,000.00	\$ 126,000.00	\$ 9,175.06	\$ 64,225.40	\$	-
C-32	Connect to Existing Sanitary Sewer Manhole	EA	2	\$ 2,200.00	\$ 4,400.00	\$ 11,137.73	\$ 22,275.45	\$	-
C-33	4" Backflow Preventer Assembly	EA	1	\$ 7,700.00	\$ 7,700.00	\$	-	\$	-
D-1	Sports Fields Amenities (Base Set, Home Plate, Pitchers Rubber, Dugout Bench, Foul Poles, Batting Cage, Fence Cap, Pickleball Net Posts and Net, Goal Posts, Net Backstop System) (Furnish and Install)	LS	1	\$ 95,000.00	\$ 95,000.00	\$ 188,098.92	\$ 188,098.92	\$	-
D-2	Chain Link Fence - Softball Fields (Vinyl Coated Black) (With Fence Cap) (6-ft) (Furnish and Install)	LF	2120	\$ 65.00	\$ 137,800.00	\$ 50.81	\$ 107,717.20	\$	-
D-3	Chain Link Fence With Windscreen (Vinyl Coated Black) (10-ft) (Furnish and Install)	LF	488	\$ 120.00	\$ 58,560.00	\$ 90.54	\$ 44,183.52	\$	-
D-4	Black Netting Backstop (25' Ht) (Furnish and Install)	LF	400	\$ 500.00	\$ 200,000.00	\$ 281.77	\$ 112,708.00	\$	-
D-5	Pedestrian Chain Link Fence Gate (Vinyl Coated Black) (3-ft Opening, 6-Ft) (Furnish and Install)	EA	4	\$ 3,000.00	\$ 12,000.00	\$ 769.96	\$ 3,079.44	\$	-
D-6	Double Swing Chain Link Fence Gate (Vinyl Coated Black) (12-ft Opening, 6-Ft) (Furnish and Install)	EA	2	\$ 1,200.00	\$ 2,400.00	\$ 1,347.26	\$ 2,694.52	\$	-
D-7	Bahia Sod for Disturbed Areas	SY	63221	\$ 6.00	\$ 379,326.00	\$ 3.50	\$ 221,273.50	\$	-
D-8	Tennis Court Chain Link Fence Gate With Windscreen (Vinyl Coated Black) (4-ft Opening, 10-Ft) (Furnish and Install)	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 769.86	\$ 769.86	\$	-
D-9	Litter Receptacle With Dome Lid	EA	19	\$ 2,200.00	\$ 41,800.00	\$ 2,424.72	\$ 46,069.68	\$	-
D-10	Bench	EA	27	\$ 3,200.00	\$ 86,400.00	\$ 3,592.73	\$ 97,003.71	\$	-
D-11	Drake' Chinese Elm 2.5" Cal., 10' Min. Ht., 4' Min. Sprd.	EA	42	\$ 650.00	\$ 27,300.00	\$ 730.00	\$ 30,660.00	\$	-
D-12	Dahoon Holly 2" Cal., 8' Min. Ht., 4' Min., Sprd	EA	25	\$ 600.00	\$ 15,000.00	\$ 730.00	\$ 18,250.00	\$	-

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID REVIEW BREAKDOWN
DATE: 8/16/2023



ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
D-13	Red Maple 3" Cal., 10' Min. Ht., 5' Min. Sprd	EA	21	\$ 450.00	\$ 9,450.00	\$ 880.00	\$ 18,480.00	\$ -	\$ -
D-14	Muskogee Crape Myrtle 8' Min. Ht., 4' Min. Sprd.	EA	37	\$ 400.00	\$ 14,800.00	\$ 530.00	\$ 19,610.00	\$ -	\$ -
D-15	Cathedral Oak 6" Cal., 20' Min. Ht., 10' Min. Sprd.	EA	26	\$ 2,000.00	\$ 52,000.00	\$ 2,380.00	\$ 61,880.00	\$ -	\$ -
D-16	Live Oak 3" Cal., 12' Min. Ht., 6' Min. Sprd.	EA	50	\$ 800.00	\$ 40,000.00	\$ 880.00	\$ 44,000.00	\$ -	\$ -
D-17	Twilight Crape Myrtle 8' Min. Ht., 4' Min. Sprd.	EA	41	\$ 350.00	\$ 14,350.00	\$ 530.00	\$ 21,730.00	\$ -	\$ -
D-18	Dynamite Crape Myrtle, 8' Min. Ht., 4' Min. Sprd.	EA	22	\$ 375.00	\$ 8,250.00	\$ 530.00	\$ 11,660.00	\$ -	\$ -
D-19	Black Diamond Crape 8' Min. Ht., 4' Min. Sprd.	EA	3	\$ 400.00	\$ 1,200.00	\$ 530.00	\$ 1,590.00	\$ -	\$ -
D-20	Natchez Crape Myrtle 8' Min. Ht., 4' Min. Sprd.	EA	24	\$ 360.00	\$ 8,640.00	\$ 530.00	\$ 12,720.00	\$ -	\$ -
D-21	Cabbage Palm 16' - 26' Ct., Vary Heights, 32 Slick Trunks, 15' O.C. Where Clustered	EA	32	\$ 400.00	\$ 12,800.00	\$ 980.00	\$ 31,360.00	\$ -	\$ -
D-22	Silver Palmetto, 1 Gal., Full, 24" O.C.	EA	96	\$ 30.00	\$ 2,880.00	\$ 75.50	\$ 3,168.00	\$ -	\$ -
D-23	Cord Grass, 1 Gal., Full, 24" O.C.	EA	692	\$ 25.00	\$ 17,300.00	\$ 54.50	\$ 8,304.00	\$ -	\$ -
D-24	Swamp Sunflower, 1 Gal., Full, 24" O.C.	EA	76	\$ 30.00	\$ 2,280.00	\$ 54.50	\$ 912.00	\$ -	\$ -
D-25	Soft Rush, 1 Gal., Full, 24" O.C.	EA	217	\$ 23.00	\$ 4,991.00	\$ 54.50	\$ 11,826.50	\$ -	\$ -
D-26	Pickereelweed, 1 Gal., Full, 24" O.C.	EA	388	\$ 25.00	\$ 9,700.00	\$ 54.50	\$ 21,146.00	\$ -	\$ -
D-27	Bermuda 419 Grass (Baseball Fields and Soccer Field)	SY	47413	\$ 8.00	\$ 379,304.00	\$ 7.29	\$ 345,640.77	\$ -	\$ -
D-28	Baseball Infield Clay	SY	4319	\$ 30.00	\$ 129,570.00	\$ 30.16	\$ 148,205.27	\$ -	\$ -
D-29	Irrigation	LS	1	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,009,590.92	\$ 1,009,590.92	\$ -	\$ -
D-30	Seed and Mulch	SY	3394	\$ 2.00	\$ 6,788.00	\$ 4.23	\$ 14,356.62	\$ -	\$ -
E-1	Basketball Court Pre-Engineered Roof and Columns (Furnish and Install)	LS	1	\$ 1,300,000.00	\$ 1,300,000.00	\$ 585,599.58	\$ 585,599.58	\$ -	\$ -
E-2	Basketball Hoop Structures and Hoops (Furnish and Install)	LS	1	\$ 38,000.00	\$ 38,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -
E-3	Basketball Court Furnishings (Bleachers, Benches, Tables, Water Fountains) (Furnish and Install)	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 106,462.40	\$ 106,462.40	\$ -	\$ -
E-4	Basketball Court Floor and Foundation Including Column Footers (Furnish and Install)	LS	1	\$ 250,000.00	\$ 250,000.00	\$ 197,652.50	\$ 197,652.50	\$ -	\$ -
E-5	Riser Room Outside Basketball Courts (Furnish and Install)	LS	1	\$ 80,000.00	\$ 80,000.00	\$ 44,455.71	\$ 44,455.71	\$ -	\$ -
E-6	Basketball Courts Fire Protection System (Furnish and Install)	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 57,739.83	\$ 57,739.83	\$ -	\$ -
E-7	Basketball Courts Plumbing (Water and Sewer) (Furnish and Install)	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 19,246.62	\$ 19,246.62	\$ -	\$ -
E-8	Racquetball Court Block Walls, Door, Beams, Roof, and Foundation (Furnish and Install)	LS	1	\$ 130,000.00	\$ 130,000.00	\$ 276,659.35	\$ 276,659.35	\$ -	\$ -
E-9	Racquetball Court Floor (Furnish and Install)	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 18,464.00	\$ 18,464.00	\$ -	\$ -
F-1	Electrical Panels and Field Lighting Cabinet, Service Rack, Power Rack (Furnish and Install)	LS	1	\$ 225,000.00	\$ 225,000.00	\$ 23,857.40	\$ 23,857.40	\$ -	\$ -
F-2	Misc. Electrical Including Conduit, Wire, and Appurtenances (Furnish and Install)	LS	1	\$ 70,000.00	\$ 70,000.00	\$ 273,179.98	\$ 273,179.98	\$ -	\$ -
F-3	Transformer - Coordinate With Duke Energy (Duke Energy to Install Transformer, Pad, Conduits, Pedestal and Appurtenances)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,924.66	\$ 1,924.66	\$ -	\$ -
F-4	Parking Lot Lights - Coordinate With Duke Energy (Duke Energy to furnish and install parking lot lights including poles, fixtures, foundation, connecting conduits, wires etc.)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,924.66	\$ 1,924.66	\$ -	\$ -
F-5	Street Lights - Coordinate With Duke Energy (Duke Energy to furnish and install parking poles, fixtures, foundation, connecting conduits, wires Etc.)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,924.66	\$ 1,924.66	\$ -	\$ -
F-6	Community Center Area Lights - Coordinate with Duke Energy - Duke Energy to furnish and install new fixtures (the new fixtures are to match those proposed with the internal roadway network).	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,924.66	\$ 1,924.66	\$ -	\$ -
F-7	Single point connection for concession stand, fed from panel lpc-2,4. Verify exact location with owner for power source to enter the Concession stand. Provide 120/208v, 3 ph, 125a load center and coordinate load Locations with the City.	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,849.32	\$ 3,849.32	\$ -	\$ -
F-8	Furnish and install 20a, weather proof gfci receptacle in each Dugout. Coordinate with the City on the exact location. Receptacles to be Fed out of panel lpc, (ckt-1).	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 3,400.23	\$ 3,400.23	\$ -	\$ -
F-9	Basketball Court Electrical and Lighting, Control Boxes, Etc. (Furnish and Install)	LS	1	\$ 95,000.00	\$ 95,000.00	\$ 102,969.27	\$ 102,969.27	\$ -	\$ -

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID REVIEW BREAKDOWN
DATE: 8/16/2023



ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
F-10	Tennis Court Electrical and Lighting Control Boxes, Etc. (Furnish and Install)	LS	1	\$ 85,000.00	\$ 85,000.00	\$ 101,108.86	\$ 101,108.86		\$ -
TOTALS					\$ 14,275,634.70		\$ 10,903,800.58		\$ 11,192,615.00

BID ALTERNATES

ALT-1	Concrete Ribbon Curb	LF	6050	\$ 30.00	\$ 181,500.00	\$ 27.50	\$ 166,375.00	\$ 41.00	\$ 248,050.00
ALT-2	Three Rail Wood Fence (4 ft) (Furnish and Install) (Onsite Between the Grass Parking area and the new Trail)	LF	564	\$ 32.00	\$ 18,048.00	\$ 15.00	\$ 8,460.00	\$ 32.00	\$ 18,048.00
BID ALTERNATE TOTALS					\$ 199,548.00		\$ 174,835.00		\$ 266,098.00

BID CATEGORY BREAKDOWN

A	General			\$ 2,595,850.00	\$ 1,874,068.58	\$ 1,000,000.00
B	Earthwork, Roads, Parking Lots, & Stormwater			\$ 5,599,113.70	\$ 3,770,562.78	\$ 3,000,000.00
C	Water & Sewer Construction			\$ 746,282.00	\$ 753,137.10	\$ 1,000,000.00
D	Hardscape, Landscape, & Irrigation			\$ 2,771,389.00	\$ 2,658,688.43	\$ 3,000,000.00
E	Architectural, Fire Protection, & Plumbing			\$ 2,055,000.00	\$ 1,331,279.99	\$ 2,000,000.00
F	Electrical			\$ 508,000.00	\$ 516,063.70	\$ 1,192,615.00
ALT	Bid Alternates			\$ 199,548.00	\$ 174,835.00	\$ 266,098.00
TOTALS INCLUDING BID ALTERNATES				\$ 14,475,182.70	\$ 11,078,635.58	\$ 11,458,713.00

LEGEND

\$ 100.00	= Lowest price for a bid item or category.
\$ 100.00	= Total price is not a direct multiple of the unit price.
\$ -	= Item or unit price is not specifically listed in the bid.
\$ 100.00	= Total price was provided based on incorrect quantity.
\$ 100.00	= Total price differs substantially from unit price multiplied by item quantity.

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID DOCUMENT CHECKLIST
DATE: 8/16/2023



		 CARR & COLLIER, INC.	 EARTHSCAPES UNLIMITED, INC.	 MARK COOK BUILDERS, INC.
SECTION #	DOCUMENT DESCRIPTION			
00410	PROPOSAL (BID FORM)	☒	☒	☒
00420	BID BOND FORM	☒	☒	☒
00430	TRENCH SAFETY FORM	☒	☒	☐
00432	NON COLLUSION AFFIDAVIT	☒	☒	☒
00434	CONFLICT OF INTEREST AFFIDAVIT	☒	☒	☒
00436	FLORIDA STATUTES ON PUBLIC ENTITY CRIMES AFFIDAVIT	☒	☒	☒
00438	COMPLIANCE WITH THE PUBLIC RECORDS LAW AFFIDAVIT	☒	☒	☒
00440	BIDDER INFORMATION AND AFFIDAVIT	☒	☒	☒
00450	CERTIFICATION OF NON-SEGREGATED FACILITIES FORM	☒	☒	☒
00452	DISPUTES DISCLOSURE FORM	☒	☒	☒
00454	DRUG FREE WORKPLACE FORM	☒	☒	☒
00455	CERTIFICATION REGARDING NON-SCRUTINIZED COMPANIES	☒	☒	☒
00456	UNAUTHORIZED ALIEN WORKERS AFFIDAVIT	☒	☒	☒
00458	E-VERIFY COMPLIANCE AFFIDAVIT	☒	☒	☒
00460	AMERICANS WITH DISABILITIES ACT AFFIDAVIT	☒	☒	☒
00462	EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION	☒	☒	☒
00463	CERTIFICATION REGARDING DEBARMENT	☒	☒	☒
00465	SCHEDULE OF PROPOSED SUBCONTRACTORS	☒	☒	☐
N/A	W-9 IDENTIFICATION NUMBER & CERTIFICATION	☒	☒	☐
N/A	GENERAL CONTRACTING LICENSE	☒	☒	☒
N/A	UNDERGROUND UTILITY & EXCAVATION CERTIFICATION	☒	☐	☐
N/A	IRRIGATION CONTRACTOR LICENSE	☐	☒	☐
N/A	CERTIFICATE OF LIABILITY INSURANCE	☒	☐	☐

LEGEND

- ☐ = Document not provided
- ☐ 0 = Document provided in an incomplete or unsatisfactory format
- ☒ X = Document provided in a complete and acceptable format



CPH BID NOTES & RECOMMENDATION
DATE: 8/16/2023

CARR & COLLIER, INC. BID NOTES

1. Most complete bid, with no noted exclusions or discrepancies.
2. All quantities match the most recent Addendum and indicate attention to Addendum changes.
3. The bid prices are particularly high with respect to mobilization, demolition, and earthwork.
4. This bid is the highest cost of the 3 bids being considered; exactly \$3,312,876.37 more than the lowest bid.
5. This bidder was the most inquisitive and responsive during the "out-to-bid" process.

EARTHSCAPES UNLIMITED, INC. BID NOTES

1. The provided bid total (\$10,980,578.33) does not match the sum of the item price totals (\$10,903,800.58).
2. A total of 35 bid item price totals are not exact multiples of the unit price, though usually within a few dollars.
3. A total of 3 bid item price totals used an incorrect quantity, resulting in an expected net increase of \$1,344.09.
4. A total of 3 bid item price totals differ significantly from being a multiple of the unit price, resulting in an expected net increase of \$36,720.00. All 3 of these items were related to landscaping.
5. A 4" backflow preventor assembly was omitted from the bid. This item carries an anticipated cost between \$7,000 and \$9,500.
6. This bid is the lowest cost of the 3 bids, even considering omissions and errors. This bidder was also the lowest on bid alternate items.
7. This bidder provided competitive pricing across all categories.
8. This bidder was active and responsive throughout the "out-to-bid" process.
9. General contractor for adjacent Parkview (A.K.A. Juliette) site.

MARK COOK BUILDERS, INC. BID NOTES

1. Unit prices were not provided for all but 4 items in the bid package.
2. This bid is the 2nd lowest cost of the 3 bids considered; exactly \$212,036.67 more than the lowest bid.
3. This bidder provided the highest cost for bid alternate items; \$91,263.00 more than the lowest price.
4. CPH has no direct record of contact with this bidder during the "out-to-bid" process.
5. This bidder was substantially lowest for mobilization, demolition, earthwork, and paving costs. However, they were also substantially highest for water, sewer, and electrical costs.

CPH FINAL RECOMMENDATION

CPH recommends **Earthscapes Unlimited, Inc.** as the lowest responsive and responsible bidder. Earthscapes Unlimited, Inc. provided all required bid documents to demonstrate their capability and intent to perform the project scope. The errors and omissions noted in the provided bid package have been deemed as relatively minor and would not result in a new lowest bidder, if corrected. Additionally, Earthscapes Unlimited, Inc. presents the added benefit of having been the general contractor on the adjacent Parkview (A.K.A. Juliette) site and should be able to mobilize most efficiently. They are also expected to have first-hand knowledge of the construction of the joint-use stormwater pond, which will also serve the Millennium Park site.



November 26, 2024

Ian Nichols, President
Kingdom Construction
1102 North Main Street, Suite E
Wildwood, Florida 34785

RE: Invitation to Bid #2024-30 Millennium Park Phase 1 and 2 Improvements

Dear Mr. Nichols,

Please accept this letter as official notification of my intention to revise the award recommendation for the above-referenced project in favor of Kingdom Construction. This determination has been made according to the Appeal Procedures of the City's Purchasing Policy.

Upon review of the bid documents, engineer's recommendation, the determination from the City's Procurement Program Manager, and documentation filed by Kingdom Construction in support of the protest, I believe awarding the bid to Kingdom Construction is in the best interest of the City. Section 1.16 of the Instructions to Bidder states:

"The Owner reserves the right to accept or reject any or all bids in whole or in part with or without cause, to waive technicalities, or to accept the bid(s), which in its judgment, best serves the interest of the Owner."

While there are errors and omissions in Kingdom Construction's bid, they are not material and do not change the outcome of the apparent low bidder. This is consistent with the City's prior practice with respect to invitations to bid. The bid from Kingdom Construction is \$3,498,026.12 less than the next low bidder, Carr & Collier, Inc. As stewards of taxpayer dollars, I cannot find a substantive reason to support the recommendation of the engineer and the determination by the City's Procurement Program Manager.

Pursuant to the Appeals Procedures within the City's Purchasing Policy, bidders adversely affected by the Office of the City Manager's decision may appeal this decision to the City Commission by filing a written appeal with the City Clerk no later than 5:00 p.m. on December 3, 2024. The Wildwood City Commission will consider this recommendation and any associated appeals at its next regularly scheduled City Commission meeting on December 9, 2024, at 9:00 a.m.

Please let me know if you have any questions or concerns regarding this determination or the process moving forward.

Sincerely,



Jason F. McHugh, AICP, CPM
City Manager

CC: Jessica Barnes, City Clerk
Robert Schoepe, Procurement Program Manager
Julien Dytsche, Carr & Collier, Inc
Diane Woods, Carr & Collier, Inc
Wildwood City Commission

Enclosures



TO: CITY OF WILDWOOD
FROM: IAN NICHOLS, KINGDOM CONSTRUCTION
DATE: 11/13/2024
SUBJECT: BID APPEAL FOR ITB2024-30

To whom it may concern,

We are writing in response to the City's determination not to award this contract to our company. We wholly contest the decision that was made by the City of Wildwood to consider our bid non-responsive.

According to the Instructions to Bidder, it states the following in Section 1.17 titled Responsiveness Requirements: "To be judged responsive, the Bidder shall execute, and return the following forms and required information with the bid" and lists all of the documents that were submitted by Kingdom Construction with exception to the last item, which is the Material price quotes. However, Section 1.11a does not list the material quotes as being a requirement but only needed if we intend to send the City a Change Order for material escalation, which we do not. We issue subcontracts shortly after the award and material escalation is not allowed within our contracts. Considering these things, we feel that we are in fact responsive because we submitted all of the forms required and should not have been considered non-responsive.

The letter from Robert Schoepe with City of Wildwood dated 10/24/24 stated that our bid "notably excludes erosion/sedimentation control, retaining walls, and guardrails." This is not accurate. Additionally, the value of the erosion control, gravity wall and the handrail mentioned as being omitted would not cause there to be a new low bidder if adding values provided by other contractors (estimated around \$100,000.00) to our contract.

Further down in the referenced letter, Robert Schoepe references section 1.12 (D) as justification for being non-responsive. Firstly, as stated previously, what deems non-responsiveness is contained in 1.17, not 1.12 (D). Secondly, the recommendation of award by the Engineer of Record for the last bid (ITB 2023-17 on 8/10/23) stated that there were issues with the Bid Form of Earthscapes but they still recommended them for the project, reference CPH's document dated 8/16/23 (attached as Exhibit A) - and the Engineer permitted Earthscapes to increase their bid amount (which we are not requesting).

The 2nd low bidder has been millions of dollars higher than the low bid in each of the last two bid submissions (the last bid they were \$3,396,547.12 higher than

1102 N Main Street Suite E, Wildwood FL 34785
352-600-1289



Earthscapes, which is similar to the difference between our bid and theirs during this bid). It is reasonable to conclude that this is not the most competitive bidder. We question if this decision would be proper stewardship of City resources. If the difference between the low and 2nd low bid were minor, we feel that this could be justified. However, we do not feel that the taxpayers should bear the burden of an additional \$3,498,026.12 due to small clerical issues that were permitted in previous bids. We feel that this is discriminatory towards our company and as life-long residents and our business being located in Wildwood, we strongly contest the City's decision and request that this non-responsive determination be withdrawn. We provided what was required in the Responsive Requirements. The Instructions to Bidder do not state that if there are minor errors on the Bid Form you will be deemed non-responsive. We consider these as minor errors in transposing from our software over to the Engineer of Record's Bid Form. These errors were made in haste while transposing to meet the bid deadline with incoming subcontractor bids, scope revisions and clarifications from our subcontractors on the bid date. Certain unit prices and line items may not have computed properly but the bottom-line number of \$10,419,673.88 is all-inclusive. The entire scope of work was included in our bid and the Engineer or City of Wildwood would have known that if they had reached out for clarification prior to rejecting our bid as non-responsive.

This is a bonded job so if we were not able to complete the project, our bond would pay for the project to be completed. This would not burden the City enough to equate to such a large difference between our bid and the next bidder.

We believe that the relief that is due to our company should be an award for this project, as we have priced the drawings and specifications in their entirety, purposefully in a competitive manner, and our base bid amount of \$10,419,673.88 is inclusive of the scope of work set forth in the documents provided. If this were to be awarded to the next contractor, it will most certainly not be in taxpayers or the City's best interest.

Thank you,

Ian Nichols
President
Kingdom Construction
352-600-1289
ian@kingdomconstruction.org
CGC1524839

1102 N Main Street Suite E, Wildwood FL 34785
352-600-1289

EXHIBIT A

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID REVIEW BREAKDOWN
DATE: 8/16/2023



ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A-1	Bonds and Insurance	LS	1	\$ 220,000.00	\$ 220,000.00	\$ 225,001.48	\$ 225,001.48		\$ -
A-2	Mobilization	LS	1	\$ 1,375,000.00	\$ 1,375,000.00	\$ 792,549.35	\$ 792,549.35		\$ -
A-3	Preconstruction Topographic Surveying	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 5,200.00	\$ 5,200.00		\$ -
A-4	Record Drawings	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 25,000.00	\$ 25,000.00		\$ -
A-5	Demobilization, Cleanup, Project Closeout (Incl. Material and Workmanship Bond)	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 250,000.00	\$ 250,000.00		\$ -
A-6	Preconstruction Video	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 4,500.00	\$ 4,500.00		\$ -
A-7	Temporary Traffic Control - Millennium Park	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 33,227.63	\$ 33,227.63		\$ -
A-8	Temporary Traffic Control - Powell Rd.	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 35,314.88	\$ 35,314.88		\$ -
A-9	Erosion and Sediment Control	LS	1	\$ 21,000.00	\$ 21,000.00	\$ 101,639.33	\$ 101,639.33		\$ -
A-10	Silt Fence	LF	10450	\$ 3.00	\$ 31,350.00	\$ 3.01	\$ 31,485.85		\$ -
A-11	Clearing and Grubbing	LS	1	\$ 447,000.00	\$ 447,000.00	\$ 342,118.36	\$ 342,118.36		\$ -
A-12	Demolition - Existing Driveway Aprons, Crushed Asphalt Parking Area, Concrete Pad at New Racquetball Court, Misc. Portions of Dirt Trail	LS	1	\$ 397,000.00	\$ 397,000.00	\$ 28,031.70	\$ 28,031.70		\$ -
B-1	Regular Excavation (ACAD Measurement Based on LIDAR Data and Proposed Elevations and 25% Increase to ACAD Measurement)	CY	27865	\$ 33.00	\$ 919,545.00	\$ 10.19	\$ 283,944.35		\$ -
B-2	Embankment (Fill Placement) ACAD Measurement Based on LIDAR Data and Proposed Elevations and 25% Increase to ACAD Measurement)	CY	26061.3	\$ 29.00	\$ 755,777.70	\$ 13.96	\$ 363,815.75		\$ -
B-3	Borrow Material (Allowance)	CY	10000	\$ 25.00	\$ 250,000.00	\$ 28.35	\$ 283,500.00	\$ 264,400.00	\$ 2,644,000,000.00
B-4	Allowance - Additional Earthwork (if Needed)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 80,214.80	\$ 80,214.80	\$ 83,262.00	\$ 83,262.00
B-5	8" Stabilized Subgrade or 4" Crushed Concrete Subgrade (Furnish and Install) (Trail, Cart Path)	SY	11176	\$ 17.00	\$ 189,992.00	\$ 7.73	\$ 86,390.48		\$ -
B-6	12" Stabilized Subgrade or 6" Crushed Concrete Subgrade (Furnish and Install) (Road, Turn Lane, Parking Lots, Turnaround Area)	SY	21824	\$ 17.00	\$ 371,008.00	\$ 10.06	\$ 219,549.44		\$ -
B-7	6" Limerock Base or 6" Crushed Concrete Base (Furnish and Install) (Road, Parking Lots, Trail, Cart Path)	SY	19734	\$ 18.00	\$ 355,212.00	\$ 17.23	\$ 340,016.82		\$ -
B-8	10" Limerock Base or 10" Crushed Concrete Base (Furnish and Install) (Turn Lane)	SY	563	\$ 30.00	\$ 16,890.00	\$ 29.57	\$ 16,647.91		\$ -
B-9	Asphalt Surface Course, Type SP 9.5 (1") (Furnish and Install) (Trail, Cart Path)	TN	426	\$ 300.00	\$ 127,800.00	\$ 195.95	\$ 83,474.70		\$ -
B-10	Asphalt Surface Course, Type SP 12.5 (1.5") (Furnish and Install) (Road, Turn Lane, Parking Lots)	TN	1599	\$ 300.00	\$ 479,700.00	\$ 176.44	\$ 282,127.56		\$ -
B-11	Asphalt Friction Course, Type SP 12.5 (1.5") (Traffic C) (PG 76-22) (Furnish and Install) (Turn Lane)	TN	46	\$ 300.00	\$ 13,800.00	\$ 310.89	\$ 14,300.94		\$ -
B-12	Ditch Bottom Inlet Type C (P-Bottom) (<10') (Furnish and Install)	EA	14	\$ 13,000.00	\$ 182,000.00	\$ 5,100.65	\$ 71,409.10		\$ -
B-13	Ditch Bottom Inlet Type C (P-Bottom With Sump) (<10') (Furnish and Install)	EA	1	\$ 14,000.00	\$ 14,000.00	\$ 6,878.00	\$ 6,878.00		\$ -
B-14	Ditch Bottom Inlet Type C (J-Bottom) (<10') (Furnish and Install)	EA	1	\$ 15,000.00	\$ 15,000.00	\$ 10,069.63	\$ 10,069.63		\$ -
B-15	Ditch Bottom Inlet Type D (P-Bottom) (<10') (Furnish and Install)	EA	1	\$ 16,000.00	\$ 16,000.00	\$ 6,831.26	\$ 6,831.26		\$ -
B-16	Ditch Bottom Inlet Type D (J-Bottom) (<10') (Furnish and Install)	EA	3	\$ 17,000.00	\$ 51,000.00	\$ 10,241.04	\$ 30,723.12		\$ -
B-17	Ditch Bottom Inlet Type D (J-Bottom With Sump) (<10') (Furnish and Install)	EA	2	\$ 18,000.00	\$ 36,000.00	\$ 10,069.63	\$ 20,139.26		\$ -
B-18	Type P-8 Manhole (<10') (Furnish and Install)	EA	4	\$ 14,000.00	\$ 56,000.00	\$ 5,857.78	\$ 23,431.12		\$ -
B-19	Type J-8 Manhole (<10') (Furnish and Install)	EA	3	\$ 16,000.00	\$ 48,000.00	\$ 8,204.22	\$ 24,612.66		\$ -
B-20	Nyoplast or Equal Drain Basin (8") (<10') (Furnish and Install)	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 2,090.55	\$ 6,271.65		\$ -
B-21	Nyoplast or Equal Drain Basin (10") (<10') (Furnish and Install)	EA	6	\$ 1,600.00	\$ 9,600.00	\$ 2,340.46	\$ 14,042.76		\$ -
B-22	Nyoplast or Equal Drain Basin (12") (<10') (Furnish and Install)	EA	2	\$ 2,100.00	\$ 4,200.00	\$ 3,113.67	\$ 6,227.34		\$ -
B-23	Nyoplast or Equal Drain Basin (15") (<10') (Furnish and Install)	EA	2	\$ 2,600.00	\$ 5,200.00	\$ 3,711.10	\$ 7,422.20		\$ -
B-24	Nyoplast or Equal Drain Basin (24") (<10') (Furnish and Install)	EA	1	\$ 3,600.00	\$ 3,600.00	\$ 4,718.48	\$ 4,718.48		\$ -
B-25	Concrete Mitered End Section (12") (Furnish and Install)	EA	1	\$ 4,600.00	\$ 4,600.00	\$ 3,114.30	\$ 3,114.30		\$ -
B-26	Concrete Mitered End Section (18") (Furnish and Install)	EA	4	\$ 5,000.00	\$ 20,000.00	\$ 3,705.04	\$ 14,820.16		\$ -
B-27	Concrete Mitered End Section (24") (Furnish and Install)	EA	2	\$ 20,000.00	\$ 40,000.00	\$ 4,188.92	\$ 8,377.84		\$ -

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B-28	Concrete Mitered End Section (30") (Furnish and Install)	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 7,599.88	\$ 7,599.88	\$ -	\$ -
B-29	Concrete Mitered End Section (36") (Furnish and Install)	EA	1	\$ 20,000.00	\$ 20,000.00	\$ 9,213.32	\$ 9,213.32	\$ -	\$ -
B-30	Concrete Mitered End Section (12"x18") (Furnish and Install)	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 3,520.31	\$ 7,040.62	\$ -	\$ -
B-31	Concrete Mitered End Section (19"x30") (Furnish and Install)	EA	4	\$ 5,500.00	\$ 22,000.00	\$ 4,180.57	\$ 16,722.28	\$ -	\$ -
B-32	8" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	141	\$ 55.00	\$ 7,755.00	\$ 74.57	\$ 10,514.37	\$ -	\$ -
B-33	10" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	614	\$ 60.00	\$ 36,840.00	\$ 73.96	\$ 45,411.44	\$ -	\$ -
B-34	12" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	303	\$ 65.00	\$ 19,695.00	\$ 75.68	\$ 22,931.04	\$ -	\$ -
B-35	15" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	649	\$ 70.00	\$ 45,430.00	\$ 82.29	\$ 53,406.21	\$ -	\$ -
B-36	18" Storm Sewer (RCP) (Furnish and Install)	LF	1745	\$ 110.00	\$ 191,950.00	\$ 96.55	\$ 168,479.75	\$ -	\$ -
B-37	24" Storm Sewer (RCP) (Furnish and Install)	LF	614	\$ 170.00	\$ 104,380.00	\$ 130.24	\$ 79,967.36	\$ -	\$ -
B-38	30" Storm Sewer (RCP) (Furnish and Install)	LF	145	\$ 200.00	\$ 29,000.00	\$ 182.95	\$ 26,527.75	\$ -	\$ -
B-39	36" Storm Sewer (RCP) (Furnish and Install)	LF	496	\$ 230.00	\$ 114,080.00	\$ 179.03	\$ 88,798.88	\$ -	\$ -
B-40	12"x18" Storm Sewer (ERCP) (Furnish and Install)	LF	46	\$ 140.00	\$ 6,440.00	\$ 196.03	\$ 9,044.98	\$ -	\$ -
B-41	19"x30" Storm Sewer (ERCP) (Furnish and Install)	LF	154	\$ 220.00	\$ 33,880.00	\$ 225.65	\$ 34,750.10	\$ -	\$ -
B-42	Underdrain Type II (12" PVC, Aggregate, Filter Fabric) (Furnish and Install)	LF	698	\$ 130.00	\$ 90,740.00	\$ 129.09	\$ 90,104.82	\$ -	\$ -
B-43	Underdrain Header Pipe (12" PVC) (Furnish and Install)	LF	397	\$ 100.00	\$ 39,700.00	\$ 46.01	\$ 18,265.97	\$ -	\$ -
B-44	Underdrain Cleanouts (Furnish and Install)	EA	26	\$ 1,700.00	\$ 44,200.00	\$ 1,826.96	\$ 47,501.22	\$ -	\$ -
B-45	Concrete Curb and Gutter, Type 'F' (Furnish and Install)	LF	422	\$ 36.00	\$ 15,192.00	\$ 32.15	\$ 13,568.99	\$ -	\$ -
B-46	Concrete Valley Gutter (Furnish and Install)	LF	391	\$ 42.00	\$ 16,422.00	\$ 43.41	\$ 16,974.29	\$ -	\$ -
B-47	Standard Concrete Sidewalk (Including Ramps and Warning Mats), Bench, and Trash Receptacle Cor	SY	70	\$ 70.00	\$ 4,900.00	\$ 142.88	\$ 10,001.32	\$ -	\$ -
B-48	Concrete Sidewalk (4" With Thickened Edge) (Furnish and Install)	SY	485	\$ 95.00	\$ 46,075.00	\$ 142.88	\$ 69,294.86	\$ -	\$ -
B-49	Misc. Concrete Pads (6") (Furnish and Install)	SY	417	\$ 100.00	\$ 41,700.00	\$ 102.60	\$ 42,785.45	\$ -	\$ -
B-50	Standard Concrete (6") (Furnish and Install) (Trail Crossing at Access Rd)	SY	236	\$ 100.00	\$ 23,600.00	\$ 102.60	\$ 24,214.31	\$ -	\$ -
B-51	Heavy Duty Concrete (7") (Furnish and Install) (Food Truck Parking Area and Driveway and Concessi	SY	2326	\$ 135.00	\$ 314,010.00	\$ 107.27	\$ 249,514.67	\$ -	\$ -
B-52	Concrete Rip Rap (At Pond Bottom At MES)	SY	134	\$ 200.00	\$ 26,800.00	\$ 149.36	\$ 20,014.51	\$ -	\$ -
B-53	Wheel Stops	EA	239	\$ 100.00	\$ 23,900.00	\$ 169.20	\$ 40,438.68	\$ -	\$ -
B-54	Three Rail Wood Fence (4 ft) (Furnish and Install) (Along Powell Rd.)	LF	485	\$ 30.00	\$ 14,550.00	\$ 33.84	\$ 16,414.58	\$ -	\$ -
B-55	Tennis Court Construction (Sub-base, Base, Concrete, Painting, Striping)	LS	1	\$ 220,000.00	\$ 220,000.00	\$ 146,261.27	\$ 146,261.27	\$ -	\$ -
B-56	Street Signs and Posts (Furnish and Install)	EA	27	\$ 500.00	\$ 13,500.00	\$ 1,691.94	\$ 45,682.31	\$ -	\$ -
B-57	Wayfinding Signage	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 6,767.75	\$ 6,767.75	\$ -	\$ -
B-58	Painted Pavement Markings (4" White at Parking Stalls) (Furnish and Install)	LF	4338	\$ 1.00	\$ 4,338.00	\$ 1.36	\$ 5,886.67	\$ -	\$ -
B-59	Painted Pavement Markings (6" Blue at ADA Parking Stalls) (Furnish and Install)	LF	216	\$ 1.50	\$ 324.00	\$ 2.70	\$ 583.74	\$ -	\$ -
B-60	Painted Pavement Markings (6" White at ADA Parking Stalls) (Furnish and Install)	LF	264	\$ 1.50	\$ 396.00	\$ 2.70	\$ 713.46	\$ -	\$ -
B-61	ADA Parking Aisle Striping and Handicap Symbol (Painted) (Furnish and Install)	EA	6	\$ 125.00	\$ 750.00	\$ 406.07	\$ 2,436.39	\$ -	\$ -
B-62	Thermoplastic, Std, White, Solid 12"	LF	101	\$ 6.00	\$ 606.00	\$ 6.77	\$ 684.12	\$ -	\$ -
B-63	Thermoplastic, Std, White, Solid, 24"	LF	206	\$ 12.00	\$ 2,472.00	\$ 9.48	\$ 1,952.06	\$ -	\$ -
B-64	Thermoplastic, Standard, White, Arrow	EA	11	\$ 120.00	\$ 1,320.00	\$ 101.52	\$ 1,116.74	\$ -	\$ -
B-65	Thermoplastic, Std-Op, Yellow, Solid, 12"	LF	393	\$ 8.00	\$ 3,144.00	\$ 6.77	\$ 2,661.99	\$ -	\$ -
B-66	Thermoplastic, Std-Op, Yellow, Solid, 6"	LF	1200	\$ 3.00	\$ 3,600.00	\$ 2.70	\$ 3,240.00	\$ -	\$ -
C-1	Remove Existing Inactive 6" Force Main	LF	505	\$ 15.00	\$ 7,575.00	\$ 27.11	\$ 13,688.26	\$ -	\$ -
C-2	Remove Existing 12" Water Main	LF	1011	\$ 17.00	\$ 17,187.00	\$ 29.64	\$ 29,956.84	\$ -	\$ -
C-3	Remove Existing 8" Sanitary Sewer	LF	819	\$ 20.00	\$ 16,380.00	\$ 26.14	\$ 21,408.25	\$ -	\$ -
C-4	Remove Existing Sanitary Sewer Manhole	EA	2	\$ 15,000.00	\$ 30,000.00	\$ 3,166.69	\$ 6,333.37	\$ -	\$ -
C-5	1" Water Service Line (Open Cut or Dir. Drill) (PE) (Furnish and Install)	LF	218	\$ 30.00	\$ 6,540.00	\$ 29.91	\$ 6,520.71	\$ -	\$ -
C-6	4" Water Main (Open Cut) (DI) (Restrained) (Furnish and Install)	LF	180	\$ 100.00	\$ 18,000.00	\$ 104.81	\$ 11,319.48	\$ -	\$ -

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C-7	8" Water Main (Open Cut) (PVC) (Unrestrained) (Furnish and Install)	LF	151	\$ 110.00	\$ 16,610.00	\$ 79.12	\$ 11,947.12		\$ -
C-8	8" Water Main (Open Cut) (PVC) (Restrained) (Furnish and Install)	LF	216	\$ 120.00	\$ 25,920.00	\$ 103.00	\$ 10,506.00		\$ -
C-9	12" Water Main (Open Cut) (PVC) (Unrestrained) (Furnish and Install)	LF	848	\$ 140.00	\$ 118,720.00	\$ 100.44	\$ 85,173.97		\$ -
C-10	12" Water Main (Open Cut) (PVC) (Restrained) (Furnish and Install)	LF	627	\$ 170.00	\$ 106,590.00	\$ 122.21	\$ 76,625.98		\$ -
C-11	4" D.I. Bends (45, 90) (Water Main) (Furnish and Install)	EA	6	\$ 600.00	\$ 3,600.00	\$ 1,148.77	\$ 6,892.62		\$ -
C-12	8" D.I. Bends (45, 90) (Water Main) (Furnish and Install)	EA	5	\$ 850.00	\$ 4,250.00	\$ 1,551.40	\$ 7,756.98		\$ -
C-13	12" D.I. Bends (11.25, 22.5, 45, 90) (Water Main) (Furnish and Install)	EA	7	\$ 1,400.00	\$ 9,800.00	\$ 2,353.69	\$ 16,475.85		\$ -
C-14	12" D.I. Tee (12"x4", 12"x6") (Water Main) (Furnish and Install)	EA	3	\$ 900.00	\$ 2,700.00	\$ 2,787.46	\$ 8,362.39		\$ -
C-15	12" D.I. Wye / Tee (12"x12") (Water Main) (Furnish and Install)	EA	2	\$ 2,200.00	\$ 4,400.00	\$ 3,303.49	\$ 6,606.98		\$ -
C-16	8" D.I. Plug / Cap (Water Main) (Furnish and Install)	EA	1	\$ 1,900.00	\$ 1,900.00	\$ 899.59	\$ 899.59		\$ -
C-17	12" D.I. Plug / Cap (Water Main) (Furnish and Install)	EA	3	\$ 2,000.00	\$ 6,000.00	\$ 1,424.67	\$ 4,274.00		\$ -
C-18	Temporary Jumper Connection (Furnish and Install, Remove)	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 4,439.62	\$ 4,439.62		\$ -
C-19	12" x 1" Service Saddle and Corp. Stop (Furnish and Install)	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 1,075.40	\$ 2,150.80		\$ -
C-20	12" x 8" Tapping Sleeve and Valve (Furnish and Install)	EA	1	\$ 7,000.00	\$ 7,000.00	\$ 9,750.98	\$ 9,750.98		\$ -
C-21	12" x 12" Tapping Sleeve and Valve (Furnish and Install)	EA	2	\$ 10,000.00	\$ 20,000.00	\$ 14,724.07	\$ 29,448.14		\$ -
C-22	Close Valves, Connect to Existing 12" Water Main	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 3,901.40	\$ 3,901.40		\$ -
C-23	1" Gate Valve	EA	2	\$ 700.00	\$ 1,400.00	\$ 1,342.46	\$ 2,684.93		\$ -
C-24	Fire Hydrant Assembly (Furnish and Install)	EA	2	\$ 7,600.00	\$ 15,200.00	\$ 9,328.11	\$ 18,656.22		\$ -
C-25	Blowoff Assembly (Furnish and Install)	EA	2	\$ 2,600.00	\$ 5,200.00	\$ 2,495.68	\$ 4,991.37		\$ -
C-26	Fire Department Connection (4") (Furnish and Install)	EA	1	\$ 9,000.00	\$ 9,000.00	\$ 6,523.43	\$ 6,523.43		\$ -
C-27	Line Stop Assembly, 12" (Furnish and Install) (If Needed)	EA	2	\$ 9,000.00	\$ 18,000.00	\$ 9,900.84	\$ 19,801.69		\$ -
C-28	Install Thrust Collar, Cut and Cap Existing 12" Water Main	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 2,063.91	\$ 4,127.81		\$ -
C-29	Bypass Pumping (Sanitary Sewer)	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 55,508.25	\$ 55,508.25		\$ -
C-30	8" Sanitary Sewer Line (Open Cut) (PVC) (Furnish and Install)	LF	1703	\$ 70.00	\$ 119,210.00	\$ 105.64	\$ 179,603.22		\$ -
C-31	Sanitary Sewer Manhole (Furnish and Install)	EA	7	\$ 18,000.00	\$ 126,000.00	\$ 9,175.06	\$ 64,225.40		\$ -
C-32	Connect to Existing Sanitary Sewer Manhole	EA	2	\$ 2,200.00	\$ 4,400.00	\$ 11,137.73	\$ 22,275.45		\$ -
C-33	4" Backflow Preventer Assembly	EA	1	\$ 7,700.00	\$ 7,700.00		\$ -		\$ -
D-1	Sports Fields Amenities (Base Set, Home Plate, Pitchers Rubber, Dugout Bench, Foul Poles, Batting Cage, Fence Cap, Pickleball Net Posts and Net, Goal Posts, Net Backstop System) (Furnish and Install)	LS	1	\$ 95,000.00	\$ 95,000.00	\$ 188,098.92	\$ 188,098.92		\$ -
D-2	Chain Link Fence - Softball Fields (Vinyl Coated Black) (With Fence Cap) (6-ft) (Furnish and Install)	LF	2120	\$ 65.00	\$ 137,800.00	\$ 50.81	\$ 107,717.20		\$ -
D-3	Chain Link Fence With Windscreen (Vinyl Coated Black) (10-ft) (Furnish and Install)	LF	488	\$ 120.00	\$ 58,560.00	\$ 90.54	\$ 44,183.52		\$ -
D-4	Black Netting Backstop (25' Ht) (Furnish and Install)	LF	400	\$ 500.00	\$ 200,000.00	\$ 281.77	\$ 112,708.00		\$ -
D-5	Pedestrian Chain Link Fence Gate (Vinyl Coated Black) (3-ft Opening, 6-Ft) (Furnish and Install)	EA	4	\$ 3,000.00	\$ 12,000.00	\$ 769.96	\$ 3,079.44		\$ -
D-6	Double Swing Chain Link Fence Gate (Vinyl Coated Black) (12-ft Opening, 6-Ft) (Furnish and Install)	EA	2	\$ 1,200.00	\$ 2,400.00	\$ 1,347.26	\$ 2,694.52		\$ -
D-7	Bahia Sod for Disturbed Areas	SV	63221	\$ 6.00	\$ 379,326.00	\$ 3.50	\$ 221,273.50		\$ -
D-8	Tennis Court Chain Link Fence Gate With Windscreen (Vinyl Coated Black) (4-ft Opening, 10-Ft) (Furnish and Install)	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 769.86	\$ 769.86		\$ -
D-9	Litter Receptacle With Dome Lid	EA	19	\$ 2,200.00	\$ 41,800.00	\$ 2,424.72	\$ 46,069.68		\$ -
D-10	Bench	EA	27	\$ 3,200.00	\$ 86,400.00	\$ 3,592.73	\$ 97,003.71		\$ -
D-11	Drake' Chinese Elm 2.5" Cal., 10' Min. Ht., 4' Min. Sprd.	EA	42	\$ 650.00	\$ 27,300.00	\$ 730.00	\$ 30,660.00		\$ -
D-12	Dahoon Holly 2" Cal., 8' Min. Ht., 4' Min., Sprd	EA	25	\$ 600.00	\$ 15,000.00	\$ 730.00	\$ 18,250.00		\$ -

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D-13	Red Maple 3" Cal., 10' Min. Ht., 5' Min. Sprd	EA	21	\$ 450.00	\$ 9,450.00	\$ 880.00	\$ 18,480.00	\$ -	\$ -
D-14	Muskogee Crape Myrtle 8' Min. Ht., 4' Min. Sprd.	EA	37	\$ 400.00	\$ 14,800.00	\$ 530.00	\$ 19,610.00	\$ -	\$ -
D-15	Cathedral Oak 6" Cal., 20' Min. Ht., 10' Min. Sprd.	EA	26	\$ 2,000.00	\$ 52,000.00	\$ 2,380.00	\$ 61,880.00	\$ -	\$ -
D-16	Live Oak 3" Cal., 12' Min. Ht., 6' Min. Sprd.	EA	50	\$ 800.00	\$ 40,000.00	\$ 880.00	\$ 44,000.00	\$ -	\$ -
D-17	Twilight Crape Myrtle 8' Min. Ht., 4' Min. Sprd.	EA	41	\$ 350.00	\$ 14,350.00	\$ 530.00	\$ 21,730.00	\$ -	\$ -
D-18	Dynamite Crape Myrtle, 8' Min. Ht., 4' Min. Sprd.	EA	22	\$ 375.00	\$ 8,250.00	\$ 530.00	\$ 11,660.00	\$ -	\$ -
D-19	Black Diamond Crape 8' Min. Ht., 4' Min. Sprd.	EA	3	\$ 400.00	\$ 1,200.00	\$ 530.00	\$ 1,590.00	\$ -	\$ -
D-20	Natchez Crape Myrtle 8' Min. Ht., 4' Min. Sprd.	EA	24	\$ 360.00	\$ 8,640.00	\$ 530.00	\$ 12,720.00	\$ -	\$ -
D-21	Cabbage Palm 16' - 26' Ct., Vary Heights, 32 Slick Trunks, 15' O.C. Where Clustered	EA	32	\$ 400.00	\$ 12,800.00	\$ 980.00	\$ 31,360.00	\$ -	\$ -
D-22	Silver Palmetto, 1 Gal., Full, 24" O.C.	EA	96	\$ 30.00	\$ 2,880.00	\$ 75.50	\$ 7,248.00	\$ -	\$ -
D-23	Cord Grass, 1 Gal., Full, 24" O.C.	EA	692	\$ 25.00	\$ 17,300.00	\$ 54.50	\$ 37,714.00	\$ -	\$ -
D-24	Swamp Sunflower, 1 Gal., Full, 24" O.C.	EA	76	\$ 30.00	\$ 2,280.00	\$ 54.50	\$ 4,138.00	\$ -	\$ -
D-25	Soft Rush, 1 Gal., Full, 24" O.C.	EA	217	\$ 23.00	\$ 4,991.00	\$ 54.50	\$ 11,826.50	\$ -	\$ -
D-26	Pickelweed, 1 Gal., Full, 24" O.C.	EA	388	\$ 25.00	\$ 9,700.00	\$ 54.50	\$ 21,146.00	\$ -	\$ -
D-27	Bermuda 419 Grass (Baseball Fields and Soccer Field)	SY	47413	\$ 8.00	\$ 379,304.00	\$ 7.29	\$ 345,640.77	\$ -	\$ -
D-28	Baseball Infield Clay	SY	4319	\$ 30.00	\$ 129,570.00	\$ 30.16	\$ 148,205.27	\$ -	\$ -
D-29	Irrigation	LS	1	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,009,590.92	\$ 1,009,590.92	\$ -	\$ -
D-30	Seed and Mulch	SY	3394	\$ 2.00	\$ 6,788.00	\$ 4.23	\$ 14,356.62	\$ -	\$ -
E-1	Basketball Court Pre-Engineered Roof and Columns (Furnish and Install)	LS	1	\$ 1,300,000.00	\$ 1,300,000.00	\$ 585,599.58	\$ 585,599.58	\$ -	\$ -
E-2	Basketball Hoop Structures and Hoops (Furnish and Install)	LS	1	\$ 38,000.00	\$ 38,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -
E-3	Basketball Court Furnishings (Bleachers, Benches, Tables, Water Fountains) (Furnish and Install)	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 106,462.40	\$ 106,462.40	\$ -	\$ -
E-4	Basketball Court Floor and Foundation Including Column Footers (Furnish and Install)	LS	1	\$ 250,000.00	\$ 250,000.00	\$ 197,652.50	\$ 197,652.50	\$ -	\$ -
E-5	Riser Room Outside Basketball Courts (Furnish and Install)	LS	1	\$ 80,000.00	\$ 80,000.00	\$ 44,455.71	\$ 44,455.71	\$ -	\$ -
E-6	Basketball Courts Fire Protection System (Furnish and Install)	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 57,739.83	\$ 57,739.83	\$ -	\$ -
E-7	Basketball Courts Plumbing (Water and Sewer) (Furnish and Install)	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 19,246.62	\$ 19,246.62	\$ -	\$ -
E-8	Racquetball Court Block Walls, Door, Beams, Roof, and Foundation (Furnish and Install)	LS	1	\$ 130,000.00	\$ 130,000.00	\$ 276,659.35	\$ 276,659.35	\$ -	\$ -
E-9	Racquetball Court Floor (Furnish and Install)	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 18,464.00	\$ 18,464.00	\$ -	\$ -
F-1	Electrical Panels and Field Lighting Cabinet, Service Rack, Power Rack (Furnish and Install)	LS	1	\$ 225,000.00	\$ 225,000.00	\$ 23,857.40	\$ 23,857.40	\$ -	\$ -
F-2	Misc. Electrical Including Conduit, Wire, and Appurtenances (Furnish and Install)	LS	1	\$ 70,000.00	\$ 70,000.00	\$ 273,179.98	\$ 273,179.98	\$ -	\$ -
F-3	Transformer - Coordinate With Duke Energy (Duke Energy to Install Transformer, Pad, Conduits, Pedestal and Appurtenances)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,924.66	\$ 1,924.66	\$ -	\$ -
F-4	Parking Lot Lights - Coordinate With Duke Energy (Duke Energy to furnish and install parking lot lights including poles, fixtures, foundation, connecting conduits, wires etc.)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,924.66	\$ 1,924.66	\$ -	\$ -
F-5	Street Lights - Coordinate With Duke Energy (Duke Energy to furnish and install parking poles, fixtures, foundation, connecting conduits, wires Etc.)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,924.66	\$ 1,924.66	\$ -	\$ -
F-6	Community Center Area Lights - Coordinate with Duke Energy - Duke Energy to furnish and install new fixtures (the new fixtures are to match those proposed with the internal roadway network).	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,924.66	\$ 1,924.66	\$ -	\$ -
F-7	Single point connection for concession stand, fed from panel lpc-2,4. Verify exact location with owner for power source to enter the Concession stand. Provide 120/208v, 3 ph, 125a load center and coordinate load locations with the City.	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,849.32	\$ 3,849.32	\$ -	\$ -
F-8	Furnish and Install 20a, weather proof gfc receptacle in each Dugout. Coordinate with the City on the exact location. Receptacles to be Fed out of panel lpc, (ckt-1).	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 3,400.23	\$ 3,400.23	\$ -	\$ -
F-9	Basketball Court Electrical and Lighting, Control Boxes, Etc. (Furnish and Install)	LS	1	\$ 95,000.00	\$ 95,000.00	\$ 102,969.27	\$ 102,969.27	\$ -	\$ -

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID REVIEW BREAKDOWN
DATE: 8/16/2023



ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
F-10	Tennis Court Electrical and Lighting Control Boxes, Etc. (Furnish and Install)	LS	1	\$ 85,000.00	\$ 85,000.00	\$ 101,108.86	\$ 101,108.86		\$ -
TOTALS					\$ 14,275,634.70		\$ 10,903,800.58		\$ 11,192,615.00

BID ALTERNATES

ALT-1	Concrete Ribbon Curb	LF	6050	\$ 30.00	\$ 181,500.00	\$ 27.50	\$ 166,375.00	\$ 41.00	\$ 248,050.00
	Three Rail Wood Fence (4 ft) (Furnish and Install) (Onsite Between the Grass Parking area and the new Trail)	LF	564	\$ 32.00	\$ 18,048.00	\$ 15.00	\$ 8,460.00	\$ 32.00	\$ 18,048.00
BID ALTERNATE TOTALS					\$ 199,548.00		\$ 174,835.00		\$ 266,098.00

BID CATEGORY BREAKDOWN

A	General		\$ 2,595,850.00	\$ 1,874,068.58	\$ 1,000,000.00
B	Earthwork, Roads, Parking Lots, & Stormwater		\$ 5,599,113.70	\$ 3,770,562.78	\$ 3,000,000.00
C	Water & Sewer Construction		\$ 746,282.00	\$ 753,137.10	\$ 1,000,000.00
D	Hardscape, Landscape, & Irrigation		\$ 2,771,389.00	\$ 2,658,688.43	\$ 3,000,000.00
E	Architectural, Fire Protection, & Plumbing		\$ 2,055,000.00	\$ 1,331,279.99	\$ 2,000,000.00
F	Electrical		\$ 508,000.00	\$ 516,063.70	\$ 1,192,615.00
ALT	Bid Alternates		\$ 199,548.00	\$ 174,835.00	\$ 266,098.00
TOTALS INCLUDING BID ALTERNATES			\$ 14,475,182.70	\$ 11,078,635.58	\$ 11,458,713.00

LEGEND

\$ 100.00	= Lowest price for a bid item or category.
\$ 100.00	= Total price is not a direct multiple of the unit price.
\$ -	= Item or unit price is not specifically listed in the bid.
\$ 100.00	= Total price was provided based on incorrect quantity.
\$ 100.00	= Total price differs substantially from unit price multiplied by item quantity.

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID DOCUMENT CHECKLIST
DATE: 8/16/2023



SECTION #	DOCUMENT DESCRIPTION	 CARR & COLLIER, INC.			 EARTHSCAPES UNLIMITED, INC.		 MARK COOK BUILDERS, INC.
00410	PROPOSAL (BID FORM)	☒			☒		☒
00420	BID BOND FORM	☒			☒		☒
00430	TRENCH SAFETY FORM	☒			☒		☐
00432	NON COLLUSION AFFIDAVIT	☒			☒		☒
00434	CONFLICT OF INTEREST AFFIDAVIT	☒			☒		☒
00436	FLORIDA STATUTES ON PUBLIC ENTITY CRIMES AFFIDAVIT	☒			☒		☒
00438	COMPLIANCE WITH THE PUBLIC RECORDS LAW AFFIDAVIT	☒			☒		☒
00440	BIDDER INFORMATION AND AFFIDAVIT	☒			☒		☒
00450	CERTIFICATION OF NON-SEGREGATED FACILITIES FORM	☒			☒		☒
00452	DISPUTES DISCLOSURE FORM	☒			☒		☒
00454	DRUG FREE WORKPLACE FORM	☒			☒		☒
00455	CERTIFICATION REGARDING NON-SCRUTINIZED COMPANIES	☒			☒		☒
00456	UNAUTHORIZED ALIEN WORKERS AFFIDAVIT	☒			☒		☒
00458	E-VERIFY COMPLIANCE AFFIDAVIT	☒			☒		☒
00460	AMERICANS WITH DISABILITIES ACT AFFIDAVIT	☒			☒		☒
00462	EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION	☒			☒		☒
00463	CERTIFICATION REGARDING DEBARMENT	☒			☒		☒
00465	SCHEDULE OF PROPOSED SUBCONTRACTORS	☒			☒		☐
N/A	W-9 IDENTIFICATION NUMBER & CERTIFICATION	☒			☒		☐
N/A	GENERAL CONTRACTING LICENSE	☒			☒		☒
N/A	UNDERGROUND UTILITY & EXCAVATION CERTIFICATION	☒			☐		☐
N/A	IRRIGATION CONTRACTOR LICENSE	☐			☒		☐
N/A	CERTIFICATE OF LIABILITY INSURANCE	☒			☐		☐

LEGEND	
☐	= Document not provided
☐	= Document provided in an incomplete or unsatisfactory format
☒	= Document provided in a complete and acceptable format



CARR & COLLIER, INC. BID NOTES

1. Most complete bid, with no noted exclusions or discrepancies.
2. All quantities match the most recent Addendum and indicate attention to Addendum changes.
3. The bid prices are particularly high with respect to mobilization, demolition, and earthwork.
4. This bid is the highest cost of the 3 bids being considered; exactly \$3,312,876.37 more than the lowest bid.
5. This bidder was the most inquisitive and responsive during the "out-to-bid" process.

EARTHSCAPES UNLIMITED, INC. BID NOTES

1. The provided bid total (\$10,980,578.33) does not match the sum of the item price totals (\$10,903,800.58).
2. A total of 35 bid item price totals are not exact multiples of the unit price, though usually within a few dollars.
3. A total of 3 bid item price totals used an incorrect quantity, resulting in an expected net increase of \$1,344.09.
4. A total of 3 bid item price totals differ significantly from being a multiple of the unit price, resulting in an expected net increase of \$36,720.00. All 3 of these items were related to landscaping.
5. A 4" backflow preventor assembly was omitted from the bid. This item carries an anticipated cost between \$7,000 and \$9,500.
6. This bid is the lowest cost of the 3 bids, even considering omissions and errors. This bidder was also the lowest on bid alternate items.
7. This bidder provided competitive pricing across all categories.
8. This bidder was active and responsive throughout the "out-to-bid" process.
9. General contractor for adjacent Parkview (A.K.A. Juliette) site.

MARK COOK BUILDERS, INC. BID NOTES

1. Unit prices were not provided for all but 4 items in the bid package.
2. This bid is the 2nd lowest cost of the 3 bids considered; exactly \$212,036.67 more than the lowest bid.
3. This bidder provided the highest cost for bid alternate items; \$91,263.00 more than the lowest price.
4. CPH has no direct record of contact with this bidder during the "out-to-bid" process.
5. This bidder was substantially lowest for mobilization, demolition, earthwork, and paving costs. However, they were also substantially highest for water, sewer, and electrical costs.

CPH FINAL RECOMMENDATION

CPH recommends Earthscapes Unlimited, Inc. as the lowest responsive and responsible bidder. Earthscapes Unlimited, Inc. provided all required bid documents to demonstrate their capability and intent to perform the project scope. The errors and omissions noted in the provided bid package have been deemed as relatively minor and would not result in a new lowest bidder, if corrected. Additionally, Earthscapes Unlimited, Inc. presents the added benefit of having been the general contractor on the adjacent Parkview (A.K.A. Juliette) site and should be able to mobilize most efficiently. They are also expected to have first-hand knowledge of the construction of the joint-use stormwater pond, which will also serve the Millennium Park site.



TO: CITY OF WILDWOOD
FROM: IAN NICHOLS, KINGDOM CONSTRUCTION
DATE: 10/25/2022
SUBJECT: CONTEST OF NON-RESPONSIVE LETTER

To whom it may concern,

We are writing in response to the City's Letter to Kingdom Construction titled *Non-Responsive Determination* dated 10/24/24. We wholly contest the decision that was made by the City of Wildwood to consider our bid non-responsive. It is not in the taxpayers' best interest to pay \$3,498,026.12 more for the same services, due to what we see as minor errors in transposing from our software over to the Engineer of Record's Bid Form. These errors were made in haste while transposing to meet the bid deadline and incoming subcontractor bids on the bid date. Certain unit prices and line items may not have computed properly but the bottom-line number of \$10,419,673.88 does not change. The entire scope of work was included in our bid and the City of Wildwood would have known that if they would have reached out for clarification as opposed to rejecting our bid. The bid process would still be in good faith and done with integrity as the bid amount would not be altered due to these minor clerical issues. Section 1.12 of the Instructions to Bidder states that the Bid Form can be changed if it is initialed so there are provisions in place for such changes.

Your letter cites a section of the Instructions to Bidder regarding 1.11a that does not list the material quotes as being a requirement but only needed if we intend to send the City a Change Order for material escalation, which we do not.

While speaking with Robert Schoepe at the City Hall the morning of 10/25/24; he stated that the Engineer of Record made recommendations based on who they felt would be best suited for the project. This is a bonded job so we do not feel this is justified to spend such a great amount to award the project to the next bidder nor were there any statements in the bid documents that excluded our firm due to experience or qualifications prior to bidding. The 2nd low bidder has consistently been millions higher than the low bid in each of the last two bid submissions. We question if this decision would be proper stewardship of City resources.

Additionally, the recommendation of award by the Engineer or Record for the last bid (ITB 2023-17 on 8/10/23) stated that there were issues with the Bid Form of Earthscapes but they still recommended them for the project, reference CPH's document dated 8/16/23 (attached as Exhibit A) – and these changes did increase their bottom line number. The value of the erosion control, gravity wall and the

PHONE: 352-600-1289



handrail you mentioned as being omitted would not cause there to be a new low bidder if adding values provided by other contractors (estimated around \$250,000.00) to our contract. See attached Exhibit A for reference.

If the difference between the low and 2nd low bid were minor, we feel that this could be justified. However, we do not feel that the taxpayers should bear the burden of an additional \$3,498,026.12 due to small clerical issues that were permitted in previous bids. We feel that this is discriminatory towards our company and as life-long residents and our business being located in Wildwood, we strongly contest the City's decision and request that this non-responsive determination be withdrawn.

I would like to request a formal meeting with the City Manager to discuss this issue at his earliest convenience.

Thank you,

A handwritten signature in blue ink, appearing to read "Ian Nichols", written in a cursive style.

Ian Nichols
President
Kingdom Construction
CGC1524839

EXHIBIT A

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID REVIEW BREAKDOWN
DATE: 8/16/2023



ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A-1	Bonds and Insurance	LS	1	\$ 220,000.00	\$ 220,000.00	\$ 225,001.48	\$ 225,001.48		\$ -
A-2	Mobilization	LS	1	\$ 1,375,000.00	\$ 1,375,000.00	\$ 792,549.35	\$ 792,549.35		\$ -
A-3	Preconstruction Topographic Surveying	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 5,200.00	\$ 5,200.00		\$ -
A-4	Record Drawings	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 25,000.00	\$ 25,000.00		\$ -
A-5	Demobilization, Cleanup, Project Closeout (Incl. Material and Workmanship Bond)	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 250,000.00	\$ 250,000.00		\$ -
A-6	Preconstruction Video	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 4,500.00	\$ 4,500.00		\$ -
A-7	Temporary Traffic Control - Millennium Park	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 33,227.63	\$ 33,227.63		\$ -
A-8	Temporary Traffic Control - Powell Rd.	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 35,314.88	\$ 35,314.88		\$ -
A-9	Erosion and Sediment Control	LS	1	\$ 21,000.00	\$ 21,000.00	\$ 101,639.33	\$ 101,639.33		\$ -
A-10	Silt Fence	LF	10450	\$ 3.00	\$ 31,350.00	\$ 3.01	\$ 31,485.85		\$ -
A-11	Clearing and Grubbing	LS	1	\$ 447,000.00	\$ 447,000.00	\$ 342,118.36	\$ 342,118.36		\$ -
A-12	Demolition - Existing Driveway Aprons, Crushed Asphalt Parking Area, Concrete Pad at New Racquetball Court, Misc. Portions of Dirt Trail	LS	1	\$ 397,000.00	\$ 397,000.00	\$ 28,031.70	\$ 28,031.70		\$ -
B-1	Regular Excavation (ACAD Measurement Based on LIDAR Data and Proposed Elevations and 25% Increase to ACAD Measurement)	CY	27865	\$ 33.00	\$ 919,545.00	\$ 10.19	\$ 283,944.35		\$ -
B-2	Embankment (Fill Placement) ACAD Measurement Based on LIDAR Data and Proposed Elevations and 25% Increase to ACAD Measurement)	CY	26061.3	\$ 29.00	\$ 755,777.70	\$ 13.96	\$ 363,815.75		\$ -
B-3	Borrow Material (Allowance)	CY	10000	\$ 25.00	\$ 250,000.00	\$ 28.35	\$ 283,500.00	\$ 264,400.00	\$ 2,644,000,000.00
B-4	Allowance - Additional Earthwork (If Needed)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 80,214.80	\$ 80,214.80	\$ 83,262.00	\$ 83,262.00
B-5	8" Stabilized Subgrade or 4" Crushed Concrete Subgrade (Furnish and Install) (Trail, Cart Path)	SY	11176	\$ 17.00	\$ 189,992.00	\$ 7.73	\$ 86,390.48		\$ -
B-6	12" Stabilized Subgrade or 6" Crushed Concrete Subgrade (Furnish and Install) (Road, Turn Lane, Parking Lots, Turnaround Area)	SY	21824	\$ 17.00	\$ 371,008.00	\$ 10.06	\$ 219,549.44		\$ -
B-7	6" Limerock Base or 6" Crushed Concrete Base (Furnish and Install) (Road, Parking Lots, Trail, Cart Path)	SY	19734	\$ 18.00	\$ 355,212.00	\$ 17.23	\$ 340,016.82		\$ -
B-8	10" Limerock Base or 10" Crushed Concrete Base (Furnish and Install) (Turn Lane)	SY	563	\$ 30.00	\$ 16,890.00	\$ 29.57	\$ 16,647.91		\$ -
B-9	Asphalt Surface Course, Type SP 9.5 (1") (Furnish and Install) (Trail, Cart Path)	TN	426	\$ 300.00	\$ 127,800.00	\$ 195.95	\$ 83,474.70		\$ -
B-10	Asphalt Surface Course, Type SP 12.5 (1.5") (Furnish and Install) (Road, Turn Lane, Parking Lots)	TN	1599	\$ 300.00	\$ 479,700.00	\$ 176.44	\$ 282,127.56		\$ -
B-11	Asphalt Friction Course, Type SP 12.5 (1.5") (Traffic C) (PG 76-22) (Furnish and Install) (Turn Lane)	TN	46	\$ 300.00	\$ 13,800.00	\$ 310.89	\$ 14,300.94		\$ -
B-12	Ditch Bottom Inlet Type C (P-Bottom) (<10') (Furnish and Install)	EA	14	\$ 13,000.00	\$ 182,000.00	\$ 5,100.65	\$ 71,409.10		\$ -
B-13	Ditch Bottom Inlet Type C (P-Bottom With Sump) (<10') (Furnish and Install)	EA	1	\$ 14,000.00	\$ 14,000.00	\$ 6,878.00	\$ 6,878.00		\$ -
B-14	Ditch Bottom Inlet Type C (J-Bottom) (<10') (Furnish and Install)	EA	1	\$ 15,000.00	\$ 15,000.00	\$ 10,069.63	\$ 10,069.63		\$ -
B-15	Ditch Bottom Inlet Type D (P-Bottom) (<10') (Furnish and Install)	EA	1	\$ 16,000.00	\$ 16,000.00	\$ 6,831.26	\$ 6,831.26		\$ -
B-16	Ditch Bottom Inlet Type D (J-Bottom) (<10') (Furnish and Install)	EA	3	\$ 17,000.00	\$ 51,000.00	\$ 10,241.04	\$ 30,723.12		\$ -
B-17	Ditch Bottom Inlet Type D (J-Bottom With Sump) (<10') (Furnish and Install)	EA	2	\$ 18,000.00	\$ 36,000.00	\$ 10,069.63	\$ 20,139.26		\$ -
B-18	Type P-8 Manhole (<10') (Furnish and Install)	EA	4	\$ 14,000.00	\$ 56,000.00	\$ 5,857.78	\$ 23,431.12		\$ -
B-19	Type J-8 Manhole (<10') (Furnish and Install)	EA	3	\$ 16,000.00	\$ 48,000.00	\$ 8,204.22	\$ 24,612.66		\$ -
B-20	Nyoplast or Equal Drain Basin (8") (<10') (Furnish and Install)	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 2,090.55	\$ 6,271.65		\$ -
B-21	Nyoplast or Equal Drain Basin (10") (<10') (Furnish and Install)	EA	6	\$ 1,600.00	\$ 9,600.00	\$ 2,340.46	\$ 14,042.76		\$ -
B-22	Nyoplast or Equal Drain Basin (12") (<10') (Furnish and Install)	EA	2	\$ 2,100.00	\$ 4,200.00	\$ 3,113.67	\$ 6,227.34		\$ -
B-23	Nyoplast or Equal Drain Basin (15") (<10') (Furnish and Install)	EA	2	\$ 2,600.00	\$ 5,200.00	\$ 3,711.10	\$ 7,422.20		\$ -
B-24	Nyoplast or Equal Drain Basin (24") (<10') (Furnish and Install)	EA	1	\$ 3,600.00	\$ 3,600.00	\$ 4,718.48	\$ 4,718.48		\$ -
B-25	Concrete Mitered End Section (12") (Furnish and Install)	EA	1	\$ 4,600.00	\$ 4,600.00	\$ 3,114.30	\$ 3,114.30		\$ -
B-26	Concrete Mitered End Section (18") (Furnish and Install)	EA	4	\$ 5,000.00	\$ 20,000.00	\$ 3,705.04	\$ 14,820.16		\$ -
B-27	Concrete Mitered End Section (24") (Furnish and Install)	EA	2	\$ 20,000.00	\$ 40,000.00	\$ 4,188.92	\$ 8,377.84		\$ -

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID REVIEW BREAKDOWN
DATE: 8/16/2023



ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
B-28	Concrete Mitered End Section (30") (Furnish and Install)	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 7,599.88	\$ 7,599.88		\$ -
B-29	Concrete Mitered End Section (36") (Furnish and Install)	EA	1	\$ 20,000.00	\$ 20,000.00	\$ 9,213.32	\$ 9,213.32		\$ -
B-30	Concrete Mitered End Section (12"x18") (Furnish and Install)	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 3,520.31	\$ 7,040.62		\$ -
B-31	Concrete Mitered End Section (19"x30") (Furnish and Install)	EA	4	\$ 5,500.00	\$ 22,000.00	\$ 4,180.57	\$ 16,722.28		\$ -
B-32	8" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	141	\$ 55.00	\$ 7,755.00	\$ 74.57	\$ 10,514.37		\$ -
B-33	10" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	614	\$ 60.00	\$ 36,840.00	\$ 73.96	\$ 45,411.44		\$ -
B-34	12" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	303	\$ 65.00	\$ 19,695.00	\$ 75.68	\$ 22,931.04		\$ -
B-35	15" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	649	\$ 70.00	\$ 45,430.00	\$ 82.29	\$ 53,406.21		\$ -
B-36	18" Storm Sewer (RCP) (Furnish and Install)	LF	1745	\$ 110.00	\$ 191,950.00	\$ 96.55	\$ 168,479.75		\$ -
B-37	24" Storm Sewer (RCP) (Furnish and Install)	LF	614	\$ 170.00	\$ 104,380.00	\$ 130.24	\$ 79,967.36		\$ -
B-38	30" Storm Sewer (RCP) (Furnish and Install)	LF	145	\$ 200.00	\$ 29,000.00	\$ 182.95	\$ 26,527.75		\$ -
B-39	36" Storm Sewer (RCP) (Furnish and Install)	LF	496	\$ 230.00	\$ 114,080.00	\$ 179.03	\$ 88,798.88		\$ -
B-40	12"x18" Storm Sewer (ERCP) (Furnish and Install)	LF	46	\$ 140.00	\$ 6,440.00	\$ 196.03	\$ 9,044.98		\$ -
B-41	19"x30" Storm Sewer (ERCP) (Furnish and Install)	LF	154	\$ 220.00	\$ 33,880.00	\$ 225.65	\$ 34,750.10		\$ -
B-42	Underdrain Type II (12" PVC, Aggregate, Filter Fabric) (Furnish and Install)	LF	698	\$ 130.00	\$ 90,740.00	\$ 129.09	\$ 90,104.82		\$ -
B-43	Underdrain Header Pipe (12" PVC) (Furnish and Install)	LF	397	\$ 100.00	\$ 39,700.00	\$ 46.01	\$ 18,265.97		\$ -
B-44	Underdrain Cleanouts (Furnish and Install)	EA	26	\$ 1,700.00	\$ 44,200.00	\$ 1,826.96	\$ 47,501.22		\$ -
B-45	Concrete Curb and Gutter, Type 'F' (Furnish and Install)	LF	422	\$ 36.00	\$ 15,192.00	\$ 32.15	\$ 13,568.99		\$ -
B-46	Concrete Valley Gutter (Furnish and Install)	LF	391	\$ 42.00	\$ 16,422.00	\$ 43.41	\$ 16,974.29		\$ -
B-47	Standard Concrete Sidewalk (Including Ramps and Warning Mats), Bench, and Trash Receptacle Con	SY	70	\$ 70.00	\$ 4,900.00	\$ 142.88	\$ 10,001.32		\$ -
B-48	Concrete Sidewalk (4" With Thickened Edge) (Furnish and Install)	SY	485	\$ 95.00	\$ 46,075.00	\$ 142.88	\$ 69,294.86		\$ -
B-49	Misc. Concrete Pads (6") (Furnish and Install)	SY	417	\$ 100.00	\$ 41,700.00	\$ 102.60	\$ 42,785.45		\$ -
B-50	Standard Concrete (6") (Furnish and Install) (Trail Crossing at Access Rd)	SY	236	\$ 100.00	\$ 23,600.00	\$ 102.60	\$ 24,214.31		\$ -
B-51	Heavy Duty Concrete (7") (Furnish and Install) (Food Truck Parking Area and Driveway and Concessio	SY	2326	\$ 135.00	\$ 314,010.00	\$ 107.27	\$ 249,514.67		\$ -
B-52	Concrete Rip Rap (At Pond Bottom at MES)	SY	134	\$ 200.00	\$ 26,800.00	\$ 149.36	\$ 20,014.51		\$ -
B-53	Wheel Stops	EA	239	\$ 100.00	\$ 23,900.00	\$ 169.20	\$ 40,438.68		\$ -
B-54	Three Rail Wood Fence (4 ft) (Furnish and Install) (Along Powell Rd.)	LF	485	\$ 30.00	\$ 14,550.00	\$ 33.84	\$ 16,414.58		\$ -
B-55	Tennis Court Construction (Sub-base, Base, Concrete, Painting, Striping)	LS	1	\$ 220,000.00	\$ 220,000.00	\$ 146,261.27	\$ 146,261.27		\$ -
B-56	Street Signs and Posts (Furnish and Install)	EA	27	\$ 500.00	\$ 13,500.00	\$ 1,691.94	\$ 45,682.31		\$ -
B-57	Wayfinding Signage	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 6,767.75	\$ 6,767.75		\$ -
B-58	Painted Pavement Markings (4" White at Parking Stalls) (Furnish and Install)	LF	4338	\$ 1.00	\$ 4,338.00	\$ 1.36	\$ 5,886.67		\$ -
B-59	Painted Pavement Markings (6" Blue at ADA Parking Stalls) (Furnish and Install)	LF	216	\$ 1.50	\$ 324.00	\$ 2.70	\$ 583.74		\$ -
B-60	Painted Pavement Markings (6" White at ADA Parking Stalls) (Furnish and Install)	LF	264	\$ 1.50	\$ 396.00	\$ 2.70	\$ 713.46		\$ -
B-61	ADA Parking Aisle Striping and Handicap Symbol (Painted) (Furnish and Install)	EA	6	\$ 125.00	\$ 750.00	\$ 406.07	\$ 2,436.39		\$ -
B-62	Thermoplastic, Std, White, Solid 12"	LF	101	\$ 6.00	\$ 606.00	\$ 6.77	\$ 684.12		\$ -
B-63	Thermoplastic, Std, White, Solid, 24"	LF	206	\$ 12.00	\$ 2,472.00	\$ 9.48	\$ 1,952.06		\$ -
B-64	Thermoplastic, Standard, White, Arrow	EA	11	\$ 120.00	\$ 1,320.00	\$ 101.52	\$ 1,116.74		\$ -
B-65	Thermoplastic, Std-Op, Yellow, Solid, 12"	LF	393	\$ 8.00	\$ 3,144.00	\$ 6.77	\$ 2,661.99		\$ -
B-66	Thermoplastic, Std-Op, Yellow, Solid, 6"	LF	1200	\$ 3.00	\$ 3,600.00	\$ 2.70	\$ 3,240.00		\$ -
C-1	Remove Existing Inactive 6" Force Main	LF	505	\$ 15.00	\$ 7,575.00	\$ 27.11	\$ 13,688.26		\$ -
C-2	Remove Existing 12" Water Main	LF	1011	\$ 17.00	\$ 17,187.00	\$ 29.64	\$ 29,956.84		\$ -
C-3	Remove Existing 8" Sanitary Sewer	LF	819	\$ 20.00	\$ 16,380.00	\$ 26.14	\$ 21,408.25		\$ -
C-4	Remove Existing Sanitary Sewer Manhole	EA	2	\$ 15,000.00	\$ 30,000.00	\$ 3,166.69	\$ 6,333.37		\$ -
C-5	1" Water Service Line (Open Cut or Dir. Drill) (PE) (Furnish and Install)	LF	218	\$ 30.00	\$ 6,540.00	\$ 29.91	\$ 6,520.71		\$ -
C-6	4" Water Main (Open Cut) (DI) (Restrained) (Furnish and Install)	LF	180	\$ 100.00	\$ 18,000.00	\$ 104.81	\$ 11,319.48		\$ -

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID REVIEW BREAKDOWN
DATE: 8/16/2023



ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
C-7	8" Water Main (Open Cut) (PVC) (Unrestrained) (Furnish and Install)	LF	151	\$ 110.00	\$ 16,610.00	\$ 79.12	\$ 11,947.12		\$ -
C-8	8" Water Main (Open Cut) (PVC) (Restrained) (Furnish and Install)	LF	216	\$ 120.00	\$ 25,920.00	\$ 103.00	\$ 10,506.00		\$ -
C-9	12" Water Main (Open Cut) (PVC) (Unrestrained) (Furnish and Install)	LF	848	\$ 140.00	\$ 118,720.00	\$ 100.44	\$ 85,173.97		\$ -
C-10	12" Water Main (Open Cut) (PVC) (Restrained) (Furnish and Install)	LF	627	\$ 170.00	\$ 106,590.00	\$ 122.21	\$ 76,625.98		\$ -
C-11	4" D.I. Bends (45, 90) (Water Main) (Furnish and Install)	EA	6	\$ 600.00	\$ 3,600.00	\$ 1,148.77	\$ 6,892.62		\$ -
C-12	8" D.I. Bends (45, 90) (Water Main) (Furnish and Install)	EA	5	\$ 850.00	\$ 4,250.00	\$ 1,551.40	\$ 7,756.98		\$ -
C-13	12" D.I. Bends (11.25, 22.5, 45, 90) (Water Main) (Furnish and Install)	EA	7	\$ 1,400.00	\$ 9,800.00	\$ 2,353.69	\$ 16,475.85		\$ -
C-14	12" D.I. Tee (12"x4", 12"x6") (Water Main) (Furnish and Install)	EA	3	\$ 900.00	\$ 2,700.00	\$ 2,787.46	\$ 8,362.39		\$ -
C-15	12" D.I. Wye / Tee (12"x12") (Water Main) (Furnish and Install)	EA	2	\$ 2,200.00	\$ 4,400.00	\$ 3,303.49	\$ 6,606.98		\$ -
C-16	8" D.I. Plug / Cap (Water Main) (Furnish and Install)	EA	1	\$ 1,900.00	\$ 1,900.00	\$ 899.59	\$ 899.59		\$ -
C-17	12" D.I. Plug / Cap (Water Main) (Furnish and Install)	EA	3	\$ 2,000.00	\$ 6,000.00	\$ 1,424.67	\$ 4,274.00		\$ -
C-18	Temporary Jumper Connection (Furnish and Install, Remove)	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 4,439.62	\$ 4,439.62		\$ -
C-19	12" x 1" Service Saddle and Corp. Stop (Furnish and Install)	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 1,075.40	\$ 2,150.80		\$ -
C-20	12" x 8" Tapping Sleeve and Valve (Furnish and Install)	EA	1	\$ 7,000.00	\$ 7,000.00	\$ 9,750.98	\$ 9,750.98		\$ -
C-21	12" x 12" Tapping Sleeve and Valve (Furnish and Install)	EA	2	\$ 10,000.00	\$ 20,000.00	\$ 14,724.07	\$ 29,448.14		\$ -
C-22	Close Valves, Connect to Existing 12" Water Main	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 3,901.40	\$ 3,901.40		\$ -
C-23	1" Gate Valve	EA	2	\$ 700.00	\$ 1,400.00	\$ 1,342.46	\$ 2,684.93		\$ -
C-24	Fire Hydrant Assembly (Furnish and Install)	EA	2	\$ 7,600.00	\$ 15,200.00	\$ 9,328.11	\$ 18,656.22		\$ -
C-25	Blowoff Assembly (Furnish and Install)	EA	2	\$ 2,600.00	\$ 5,200.00	\$ 2,495.68	\$ 4,991.37		\$ -
C-26	Fire Department Connection (4") (Furnish and Install)	EA	1	\$ 9,000.00	\$ 9,000.00	\$ 6,523.43	\$ 6,523.43		\$ -
C-27	Line Stop Assembly, 12" (Furnish and Install) (If Needed)	EA	2	\$ 9,000.00	\$ 18,000.00	\$ 9,900.84	\$ 19,801.69		\$ -
C-28	Install Thrust Collar, Cut and Cap Existing 12" Water Main	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 2,063.91	\$ 4,127.81		\$ -
C-29	Bypass Pumping (Sanitary Sewer)	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 55,508.25	\$ 55,508.25		\$ -
C-30	8" Sanitary Sewer Line (Open Cut) (PVC) (Furnish and Install)	LF	1703	\$ 70.00	\$ 119,210.00	\$ 105.64	\$ 179,903.22		\$ -
C-31	Sanitary Sewer Manhole (Furnish and Install)	EA	7	\$ 18,000.00	\$ 126,000.00	\$ 9,175.06	\$ 64,225.40		\$ -
C-32	Connect to Existing Sanitary Sewer Manhole	EA	2	\$ 2,200.00	\$ 4,400.00	\$ 11,137.73	\$ 22,275.45		\$ -
C-33	4" Backflow Preventer Assembly	EA	1	\$ 7,700.00	\$ 7,700.00		\$ -		\$ -
D-1	Sports Fields Amenities (Base Set, Home Plate, Pitchers Rubber, Dugout Bench, Foul Poles, Batting Cage, Fence Cap, Pickleball Net Posts and Net, Goal Posts, Net Backstop System) (Furnish and Install)	LS	1	\$ 95,000.00	\$ 95,000.00	\$ 188,098.92	\$ 188,098.92		\$ -
D-2	Chain Link Fence - Softball Fields (Vinyl Coated Black) (With Fence Cap) (6-ft) (Furnish and Install)	LF	2120	\$ 65.00	\$ 137,800.00	\$ 50.81	\$ 107,717.20		\$ -
D-3	Chain Link Fence With Windscreen (Vinyl Coated Black) (10-ft) (Furnish and Install)	LF	488	\$ 120.00	\$ 58,560.00	\$ 90.54	\$ 44,183.52		\$ -
D-4	Black Netting Backstop (25' Ht) (Furnish and Install)	LF	400	\$ 500.00	\$ 200,000.00	\$ 281.77	\$ 112,708.00		\$ -
D-5	Pedestrian Chain Link Fence Gate (Vinyl Coated Black) (3-ft Opening, 6-Ft) (Furnish and Install)	EA	4	\$ 3,000.00	\$ 12,000.00	\$ 769.96	\$ 3,079.44		\$ -
D-6	Double Swing Chain Link Fence Gate (Vinyl Coated Black) (12-ft Opening, 6-Ft) (Furnish and Install)	EA	2	\$ 1,200.00	\$ 2,400.00	\$ 1,347.26	\$ 2,694.52		\$ -
D-7	Bahia Sod for Disturbed Areas	SY	63221	\$ 6.00	\$ 379,326.00	\$ 3.50	\$ 221,273.50		\$ -
D-8	Tennis Court Chain Link Fence Gate With Windscreen (Vinyl Coated Black) (4-ft Opening, 10-Ft) (Furnish and Install)	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 769.86	\$ 769.86		\$ -
D-9	Litter Receptacle With Dome Lid	EA	19	\$ 2,200.00	\$ 41,800.00	\$ 2,424.72	\$ 46,069.68		\$ -
D-10	Bench	EA	27	\$ 3,200.00	\$ 86,400.00	\$ 3,592.73	\$ 97,003.71		\$ -
D-11	Drake' Chinese Elm 2.5" Cal., 10' Min. Ht., 4' Min. Sprd.	EA	42	\$ 650.00	\$ 27,300.00	\$ 730.00	\$ 30,660.00		\$ -
D-12	Dahoon Holly 2" Cal., 8' Min. Ht., 4' Min., Sprd.	EA	25	\$ 600.00	\$ 15,000.00	\$ 730.00	\$ 18,250.00		\$ -

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID REVIEW BREAKDOWN
DATE: 8/16/2023



ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
D-13	Red Maple 3" Cal., 10' Min. Ht., 5' Min. Sprd	EA	21	\$ 450.00	\$ 9,450.00	\$ 880.00	\$ 18,480.00		\$ -
D-14	Muskogee Crape Myrtle 8' Min. Ht., 4' Min. Sprd.	EA	37	\$ 400.00	\$ 14,800.00	\$ 530.00	\$ 19,610.00		\$ -
D-15	Cathedral Oak 6" Cal., 20' Min. Ht., 10' Min. Sprd.	EA	26	\$ 2,000.00	\$ 52,000.00	\$ 2,380.00	\$ 61,880.00		\$ -
D-16	Live Oak 3" Cal., 12' Min. Ht., 6' Min. Sprd.	EA	50	\$ 800.00	\$ 40,000.00	\$ 880.00	\$ 44,000.00		\$ -
D-17	Twilight Crape Myrtle 8' Min. Ht., 4' Min. Sprd.	EA	41	\$ 350.00	\$ 14,350.00	\$ 530.00	\$ 21,730.00		\$ -
D-18	Dynamite Crape Myrtle, 8' Min. Ht., 4' Min. Sprd.	EA	22	\$ 375.00	\$ 8,250.00	\$ 530.00	\$ 11,660.00		\$ -
D-19	Black Diamond Crape 8' Min. Ht., 4' Min. Sprd.	EA	3	\$ 400.00	\$ 1,200.00	\$ 530.00	\$ 1,590.00		\$ -
D-20	Natchez Crape Myrtle 8' Min. Ht., 4' Min. Sprd.	EA	24	\$ 360.00	\$ 8,640.00	\$ 530.00	\$ 12,720.00		\$ -
D-21	Cabbage Palm 16' - 26' Ct., Vary Heights, 32 Slick Trunks, 15' O.C. Where Clustered	EA	32	\$ 400.00	\$ 12,800.00	\$ 980.00	\$ 31,360.00		\$ -
D-22	Silver Palmetto, 1 Gal., Full, 24" O.C.	EA	96	\$ 30.00	\$ 2,880.00	\$ 75.50	\$ 3,168.00		\$ -
D-23	Cord Grass, 1 Gal., Full, 24" O.C.	EA	692	\$ 25.00	\$ 17,300.00	\$ 54.50	\$ 8,304.00		\$ -
D-24	Swamp Sunflower, 1 Gal., Full, 24" O.C.	EA	76	\$ 30.00	\$ 2,280.00	\$ 54.50	\$ 912.00		\$ -
D-25	Soft Rush, 1 Gal., Full, 24" O.C.	EA	217	\$ 23.00	\$ 4,991.00	\$ 54.50	\$ 11,826.50		\$ -
D-26	Pickereelweed, 1 Gal., Full, 24" O.C.	EA	388	\$ 25.00	\$ 9,700.00	\$ 54.50	\$ 21,146.00		\$ -
D-27	Bermuda 419 Grass (Baseball Fields and Soccer Field)	SY	47413	\$ 8.00	\$ 379,304.00	\$ 7.29	\$ 345,640.77		\$ -
D-28	Baseball Infield Clay	SY	4319	\$ 30.00	\$ 129,570.00	\$ 30.16	\$ 148,205.27		\$ -
D-29	Irrigation	LS	1	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,009,590.92	\$ 1,009,590.92		\$ -
D-30	Seed and Mulch	SY	3394	\$ 2.00	\$ 6,788.00	\$ 4.23	\$ 14,356.62		\$ -
E-1	Basketball Court Pre-Engineered Roof and Columns (Furnish and Install)	LS	1	\$ 1,300,000.00	\$ 1,300,000.00	\$ 585,599.58	\$ 585,599.58		\$ -
E-2	Basketball Hoop Structures and Hoops (Furnish and Install)	LS	1	\$ 38,000.00	\$ 38,000.00	\$ 25,000.00	\$ 25,000.00		\$ -
E-3	Basketball Court Furnishings (Bleachers, Benches, Tables, Water Fountains) (Furnish and Install)	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 106,462.40	\$ 106,462.40		\$ -
E-4	Basketball Court Floor and Foundation Including Column Footers (Furnish and Install)	LS	1	\$ 250,000.00	\$ 250,000.00	\$ 197,652.50	\$ 197,652.50		\$ -
E-5	Riser Room Outside Basketball Courts (Furnish and Install)	LS	1	\$ 80,000.00	\$ 80,000.00	\$ 44,455.71	\$ 44,455.71		\$ -
E-6	Basketball Courts Fire Protection System (Furnish and Install)	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 57,739.83	\$ 57,739.83		\$ -
E-7	Basketball Courts Plumbing (Water and Sewer) (Furnish and Install)	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 19,246.62	\$ 19,246.62		\$ -
E-8	Racquetball Court Block Walls, Door, Beams, Roof, and Foundation (Furnish and Install)	LS	1	\$ 130,000.00	\$ 130,000.00	\$ 276,659.35	\$ 276,659.35		\$ -
E-9	Racquetball Court Floor (Furnish and Install)	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 18,464.00	\$ 18,464.00		\$ -
F-1	Electrical Panels and Field Lighting Cabinet, Service Rack, Power Rack (Furnish and Install)	LS	1	\$ 225,000.00	\$ 225,000.00	\$ 23,857.40	\$ 23,857.40		\$ -
F-2	Misc. Electrical Including Conduit, Wire, and Appurtenances (Furnish and Install)	LS	1	\$ 70,000.00	\$ 70,000.00	\$ 273,179.98	\$ 273,179.98		\$ -
F-3	Transformer - Coordinate With Duke Energy (Duke Energy to Install Transformer, Pad, Conduits, Pedestal and Appurtenances)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,924.66	\$ 1,924.66		\$ -
F-4	Parking Lot Lights - Coordinate With Duke Energy (Duke Energy to furnish and install parking lot lights including poles, fixtures, foundation, connecting conduits, wires etc.)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,924.66	\$ 1,924.66		\$ -
F-5	Street Lights - Coordinate With Duke Energy (Duke Energy to furnish and install parking poles, fixtures, foundation, connecting conduits, wires etc.)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,924.66	\$ 1,924.66		\$ -
F-6	Community Center Area Lights - Coordinate with Duke Energy - Duke Energy to furnish and install new fixtures (the new fixtures are to match those proposed with the internal roadway network).	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,924.66	\$ 1,924.66		\$ -
F-7	Single point connection for concession stand, fed from panel lpc-2.4. Verify exact location with owner for power source to enter the Concession stand. Provide 120/208v, 3 ph, 125a load center and coordinate load Locations with the City.	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,849.32	\$ 3,849.32		\$ -
F-8	Furnish and install 20a, weather proof gfc receptacle in each Dugout. Coordinate with the City on the exact location. Receptacles to be Fed out of panel lpc, (ckt-1).	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 3,400.23	\$ 3,400.23		\$ -
F-9	Basketball Court Electrical and Lighting, Control Boxes, Etc. (Furnish and Install)	LS	1	\$ 95,000.00	\$ 95,000.00	\$ 102,969.27	\$ 102,969.27		\$ -

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID REVIEW BREAKDOWN
DATE: 8/16/2023



ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
F-10	Tennis Court Electrical and Lighting Control Boxes, Etc. (Furnish and Install)	LS	1	\$ 85,000.00	\$ 85,000.00	\$ 101,108.86	\$ 101,108.86		\$ -
TOTALS					\$ 14,275,634.70		\$ 10,903,800.58		\$ 11,192,615.00

BID ALTERNATES

ALT-1	Concrete Ribbon Curb	LF	6050	\$ 30.00	\$ 181,500.00	\$ 27.50	\$ 166,375.00	\$ 41.00	\$ 248,050.00
ALT-2	Three Rail Wood Fence (4 ft) (Furnish and Install) (Onsite Between the Grass Parking area and the new Trail)	LF	564	\$ 32.00	\$ 18,048.00	\$ 15.00	\$ 8,460.00	\$ 32.00	\$ 18,048.00
BID ALTERNATE TOTALS					\$ 199,548.00		\$ 174,835.00		\$ 266,098.00

BID CATEGORY BREAKDOWN

A	General			\$	2,595,850.00	\$	1,874,068.58	\$	1,000,000.00
B	Earthwork, Roads, Parking Lots, & Stormwater			\$	5,599,113.70	\$	3,770,562.78	\$	3,000,000.00
C	Water & Sewer Construction			\$	746,282.00	\$	753,137.10	\$	1,000,000.00
D	Hardscape, Landscape, & Irrigation			\$	2,771,389.00	\$	2,658,688.43	\$	3,000,000.00
E	Architectural, Fire Protection, & Plumbing			\$	2,055,000.00	\$	1,331,279.99	\$	2,000,000.00
F	Electrical			\$	508,000.00	\$	516,063.70	\$	1,192,615.00
ALT	Bid Alternates			\$	199,548.00	\$	174,835.00	\$	266,098.00
TOTALS INCLUDING BID ALTERNATES				\$	14,475,182.70	\$	11,078,635.58	\$	11,458,713.00

LEGEND

\$ 100.00	= Lowest price for a bid item or category.
\$ 100.00	= Total price is not a direct multiple of the unit price.
\$ -	= Item or unit price is not specifically listed in the bid.
\$ 100.00	= Total price was provided based on incorrect quantity.
\$ 100.00	= Total price differs substantially from unit price multiplied by item quantity.

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID DOCUMENT CHECKLIST
DATE: 8/16/2023



				
SECTION #	DOCUMENT DESCRIPTION	CARR & COLLIER, INC.	EARTHSCAPES UNLIMITED, INC.	MARK COOK BUILDERS, INC.
00410	PROPOSAL (BID FORM)	☒	☒	☒
00420	BID BOND FORM	☒	☒	☒
00430	TRENCH SAFETY FORM	☒	☒	☐
00432	NON COLLUSION AFFIDAVIT	☒	☒	☒
00434	CONFLICT OF INTEREST AFFIDAVIT	☒	☒	☒
00436	FLORIDA STATUTES ON PUBLIC ENTITY CRIMES AFFIDAVIT	☒	☒	☒
00438	COMPLIANCE WITH THE PUBLIC RECORDS LAW AFFIDAVIT	☒	☒	☒
00440	BIDDER INFORMATION AND AFFIDAVIT	☒	☒	☒
00450	CERTIFICATION OF NON-SEGREGATED FACILITIES FORM	☒	☒	☒
00452	DISPUTES DISCLOSURE FORM	☒	☒	☒
00454	DRUG FREE WORKPLACE FORM	☒	☒	☒
00455	CERTIFICATION REGARDING NON-SCRUTINIZED COMPANIES	☒	☒	☒
00456	UNAUTHORIZED ALIEN WORKERS AFFIDAVIT	☒	☒	☒
00458	E-VERIFY COMPLIANCE AFFIDAVIT	☒	☒	☒
00460	AMERICANS WITH DISABILITIES ACT AFFIDAVIT	☒	☒	☒
00462	EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION	☒	☒	☒
00463	CERTIFICATION REGARDING DEBARMENT	☒	☒	☒
00465	SCHEDULE OF PROPOSED SUBCONTRACTORS	☒	☒	☐
N/A	W-9 IDENTIFICATION NUMBER & CERTIFICATION	☒	☒	☐
N/A	GENERAL CONTRACTING LICENSE	☒	☒	☒
N/A	UNDERGROUND UTILITY & EXCAVATION CERTIFICATION	☒	☐	☐
N/A	IRRIGATION CONTRACTOR LICENSE	☐	☒	☐
N/A	CERTIFICATE OF LIABILITY INSURANCE	☒	☐	☐

LEGEND

- ☐ = Document not provided
☐ = Document provided in an incomplete or unsatisfactory format
☒ = Document provided in a complete and acceptable format



CPH BID NOTES & RECOMMENDATION

DATE: 8/16/2023

CARR & COLLIER, INC. BID NOTES

1. Most complete bid, with no noted exclusions or discrepancies.
2. All quantities match the most recent Addendum and indicate attention to Addendum changes.
3. The bid prices are particularly high with respect to mobilization, demolition, and earthwork.
4. This bid is the highest cost of the 3 bids being considered; exactly \$3,312,876.37 more than the lowest bid.
5. This bidder was the most inquisitive and responsive during the "out-to-bid" process.

EARTHSCAPES UNLIMITED, INC. BID NOTES

1. The provided bid total (\$10,980,578.33) does not match the sum of the item price totals (\$10,903,800.58).
2. A total of 35 bid item price totals are not exact multiples of the unit price, though usually within a few dollars.
3. A total of 3 bid item price totals used an incorrect quantity, resulting in an expected net increase of \$1,344.09.
4. A total of 3 bid item price totals differ significantly from being a multiple of the unit price, resulting in an expected net increase of \$36,720.00. All 3 of these items were related to landscaping.
5. A 4" backflow preventor assembly was omitted from the bid. This item carries an anticipated cost between \$7,000 and \$9,500.
6. This bid is the lowest cost of the 3 bids, even considering omissions and errors. This bidder was also the lowest on bid alternate items.
7. This bidder provided competitive pricing across all categories.
8. This bidder was active and responsive throughout the "out-to-bid" process.
9. General contractor for adjacent Parkview (A.K.A. Juliette) site.

MARK COOK BUILDERS, INC. BID NOTES

1. Unit prices were not provided for all but 4 items in the bid package.
2. This bid is the 2nd lowest cost of the 3 bids considered; exactly \$212,036.67 more than the lowest bid.
3. This bidder provided the highest cost for bid alternate items; \$91,263.00 more than the lowest price.
4. CPH has no direct record of contact with this bidder during the "out-to-bid" process.
5. This bidder was substantially lowest for mobilization, demolition, earthwork, and paving costs. However, they were also substantially highest for water, sewer, and electrical costs.

CPH FINAL RECOMMENDATION

CPH recommends **Earthscapes Unlimited, Inc.** as the lowest responsive and responsible bidder. Earthscapes Unlimited, Inc. provided all required bid documents to demonstrate their capability and intent to perform the project scope. The errors and omissions noted in the provided bid package have been deemed as relatively minor and would not result in a new lowest bidder, if corrected. Additionally, Earthscapes Unlimited, Inc. presents the added benefit of having been the general contractor on the adjacent Parkview (A.K.A. Juliette) site and should be able to mobilize most efficiently. They are also expected to have first-hand knowledge of the construction of the joint-use stormwater pond, which will also serve the Millennium Park site.

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID REVIEW BREAKDOWN
DATE: 10/18/2024
BID DATE: 10/15/2024



				 CARR & COLLIER, INC.		 CONTRACTING, INC. C.W.R. CONTRACTING, INC.		 KINGDOM CONSTRUCTION		 H.A. CONTRACTING CORP.	
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A-1	Bonds and Insurance	LS	1	\$ 300,000.00	\$ 300,000.00	\$ 100,000.00	\$ 100,000.00	\$ 320,320.00	\$ 320,320.00	\$ 357,000.00	\$ 357,000.00
A-2	Mobilization	LS	1	\$ 1,313,475.84	\$ 1,313,475.84	\$ 2,674,842.00	\$ 2,674,842.00	\$ 960,752.00	\$ 960,752.00	\$ 1,250,000.00	\$ 1,250,000.00
A-3	Preconstruction Topographic Surveying	LS	1	\$ 22,000.00	\$ 22,000.00	\$ 50,000.00	\$ 50,000.00	\$ 5,408.00	\$ 5,408.00	\$ 70,000.00	\$ 70,000.00
A-4	Record Drawings	LS	1	\$ 58,000.00	\$ 58,000.00	\$ 65,000.00	\$ 65,000.00	\$ 26,000.00	\$ 26,000.00	\$ 120,000.00	\$ 120,000.00
A-5	Demobilization, Cleanup, Project Closeout (Incl. Material and Workmanship Bond)	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 50,000.00	\$ 50,000.00	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00
A-6	Preconstruction Video	LS	1	\$ 2,300.00	\$ 2,300.00	\$ 1,600.00	\$ 1,600.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00
A-7	Temporary Traffic Control - Millennium Park	LS	1	\$ 18,000.00	\$ 18,000.00	\$ 23,142.00	\$ 23,142.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
A-8	Temporary Traffic Control - Powell Rd.	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 14,415.00	\$ 14,415.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
A-9	Erosion and Sediment Control	LS	1	\$ 16,900.00	\$ 16,900.00	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -	\$ 25,000.00	\$ 25,000.00
A-10	Silt Fence	LF	10450	\$ 5.00	\$ 52,250.00	\$ 1.60	\$ 16,720.00	\$ 3.00	\$ 31,350.00	\$ 3.00	\$ 31,350.00
A-11	Clearing and Grubbing	LS	1	\$ 284,600.00	\$ 284,600.00	\$ 125,000.00	\$ 125,000.00	\$ 171,983.76	\$ 171,983.76	\$ 200,000.00	\$ 200,000.00
A-12	Demolition - Existing Driveway Aprons, Crushed Asphalt Parking Area, Concrete Pad at New Racquetball Court, Misc. Portions of Dirt Trail	LS	1	\$ 155,000.00	\$ 155,000.00	\$ 43,271.00	\$ 43,271.00	\$ 23,748.54	\$ 23,748.54	\$ 60,000.00	\$ 60,000.00
B-1	Regular Excavation (ACAD Measurement Based on LIDAR Data and Proposed Elevations and 25% Increase to ACAD Measurement)	CY	27865	\$ 27.00	\$ 752,355.00	\$ 16.82	\$ 468,689.30	\$ 10.05	\$ 279,942.94	\$ 25.00	\$ 696,625.00
B-2	Embankment (Fill Placement) ACAD Measurement Based on LIDAR Data and Proposed Elevations and 25% Increase to ACAD Measurement	CY	26061.3	\$ 20.00	\$ 521,226.00	\$ 14.86	\$ 387,270.92	\$ 13.15	\$ 342,862.47	\$ 30.00	\$ 781,839.00
B-3	Borrow Material (Allowance)	CY	10000	\$ 45.00	\$ 450,000.00	\$ 49.50	\$ 495,000.00	\$ 26.48	\$ 264,794.40	\$ 30.00	\$ 300,000.00
B-4	Allowance - Additional Earthwork (If Needed)	LS	1	\$ 222,476.00	\$ 222,476.00	\$ 350,653.00	\$ 350,653.00	\$ 286,000.00	\$ 286,000.00	\$ 120,000.00	\$ 120,000.00
B-5	8" Stabilized Subgrade or 4" Crushed Concrete Subgrade (Furnish and Install) (Trail, Cart Path)	SY	11176	\$ 13.75	\$ 153,670.00	\$ 9.64	\$ 107,736.64	\$ 13.61	\$ 152,110.72	\$ 25.00	\$ 279,400.00
B-6	12" Stabilized Subgrade or 6" Crushed Concrete Subgrade (Furnish and Install) (Road, Turn Lane, Parking Lots, Turnaround Area)	SY	21824	\$ 19.00	\$ 414,656.00	\$ 9.14	\$ 199,471.36	\$ 17.35	\$ 378,732.83	\$ 30.00	\$ 654,720.00
B-7	6" Limerock Base or 6" Crushed Concrete Base (Furnish and Install) (Road, Parking Lots, Trail, Cart Path)	SY	19734	\$ 16.00	\$ 315,744.00	\$ 22.00	\$ 434,148.00	\$ 15.73	\$ 310,364.52	\$ 35.00	\$ 690,690.00
B-8	10" Limerock Base or 10" Crushed Concrete Base (Furnish and Install) (Turn Lane)	SY	563	\$ 28.00	\$ 15,764.00	\$ 34.50	\$ 19,423.50	\$ 20.05	\$ 11,286.45	\$ 32.00	\$ 18,016.00
B-9	Asphalt Surface Course, Type SP 9.5 (1") (Furnish and Install) (Trail, Cart Path)	TN	426	\$ 241.00	\$ 102,666.00	\$ 279.00	\$ 118,854.00	\$ 203.84	\$ 86,835.84	\$ 400.00	\$ 170,400.00
B-10	Asphalt Surface Course, Type SP 12.5 (1.5") (Furnish and Install) (Road, Turn Lane, Parking Lots)	TN	1599	\$ 240.00	\$ 383,760.00	\$ 181.00	\$ 289,419.00	\$ 183.04	\$ 292,680.96	\$ 550.00	\$ 879,450.00
B-11	Asphalt Friction Course, Type SP 12.5 (1.5") (Traffic C) (PG 76-22) (Furnish and Install) (Turn Lane)	TN	46	\$ 735.00	\$ 33,810.00	\$ 523.00	\$ 24,058.00	\$ 323.44	\$ 14,878.24	\$ 500.00	\$ 23,000.00
B-12	Ditch Bottom Inlet Type C (P-Bottom) (<10') (Furnish and Install)	EA	14	\$ 6,445.00	\$ 90,230.00	\$ 3,831.00	\$ 53,634.00	\$ 4,547.19	\$ 63,660.68	\$ 5,000.00	\$ 70,000.00
B-13	Ditch Bottom Inlet Type C (P-Bottom With Sump) (<10') (Furnish and Install)	EA	1	\$ 6,800.00	\$ 6,800.00	\$ 3,579.00	\$ 3,579.00	\$ 6,064.24	\$ 6,064.24	\$ 7,000.00	\$ 7,000.00
B-14	Ditch Bottom Inlet Type C (J-Bottom) (<10') (Furnish and Install)	EA	1	\$ 9,000.00	\$ 9,000.00	\$ 6,136.00	\$ 6,136.00	\$ 7,664.02	\$ 7,664.02	\$ 6,000.00	\$ 6,000.00
B-15	Ditch Bottom Inlet Type D (P-Bottom) (<10') (Furnish and Install)	EA	1	\$ 10,200.00	\$ 10,200.00	\$ 5,341.00	\$ 5,341.00	\$ 7,205.90	\$ 7,205.90	\$ 6,000.00	\$ 6,000.00
B-16	Ditch Bottom Inlet Type D (J-Bottom) (<10') (Furnish and Install)	EA	3	\$ 13,170.00	\$ 39,510.00	\$ 5,369.00	\$ 16,107.00	\$ 7,540.00	\$ 22,620.00	\$ 2,000.00	\$ 6,000.00
B-17	Ditch Bottom Inlet Type D (J-Bottom With Sump) (<10') (Furnish and Install)	EA	2	\$ 12,950.00	\$ 25,900.00	\$ 5,710.00	\$ 11,420.00	\$ 8,502.00	\$ 17,004.00	\$ 3,000.00	\$ 6,000.00
B-18	Type P-8 Manhole (<10') (Furnish and Install)	EA	4	\$ 9,300.00	\$ 37,200.00	\$ 5,028.00	\$ 20,112.00	\$ 6,460.79	\$ 25,843.17	\$ 5,000.00	\$ 20,000.00
B-19	Type J-8 Manhole (<10') (Furnish and Install)	EA	3	\$ 11,670.00	\$ 35,010.00	\$ 6,960.00	\$ 20,880.00	\$ 7,778.00	\$ 23,334.02	\$ 7,000.00	\$ 21,000.00
B-20	Nyoplast or Equal Drain Basin (8") (<10') (Furnish and Install)	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 875.00	\$ 2,625.00	\$ 1,835.60	\$ 5,506.80	\$ 2,000.00	\$ 6,000.00
B-21	Nyoplast or Equal Drain Basin (10") (<10') (Furnish and Install)	EA	6	\$ 1,885.00	\$ 11,310.00	\$ 1,153.00	\$ 6,918.00	\$ 1,999.76	\$ 11,998.60	\$ 2,000.00	\$ 12,000.00
B-22	Nyoplast or Equal Drain Basin (12") (<10') (Furnish and Install)	EA	2	\$ 2,250.00	\$ 4,500.00	\$ 1,659.00	\$ 3,318.00	\$ 3,229.20	\$ 6,458.40	\$ 2,000.00	\$ 4,000.00
B-23	Nyoplast or Equal Drain Basin (15") (<10') (Furnish and Install)	EA	2	\$ 2,800.00	\$ 5,600.00	\$ 2,346.00	\$ 4,692.00	\$ 3,827.00	\$ 7,654.00	\$ 2,000.00	\$ 4,000.00
B-24	Nyoplast or Equal Drain Basin (24") (<10') (Furnish and Install)	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 3,397.00	\$ 3,397.00	\$ 28,704.00	\$ 28,704.00	\$ 2,000.00	\$ 2,000.00
B-25	Concrete Mitered End Section (12") (Furnish and Install)	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 989.00	\$ 989.00	\$ 1,924.00	\$ 1,924.00	\$ 2,000.00	\$ 2,000.00
B-26	Concrete Mitered End Section (18") (Furnish and Install)	EA	4	\$ 3,375.00	\$ 13,500.00	\$ 1,761.00	\$ 7,044.00	\$ 2,548.00	\$ 10,192.00	\$ 2,000.00	\$ 8,000.00
B-27	Concrete Mitered End Section (24") (Furnish and Install)	EA	2	\$ 3,950.00	\$ 7,900.00	\$ 2,216.00	\$ 4,432.00	\$ 2,979.00	\$ 5,958.00	\$ 3,000.00	\$ 6,000.00
B-28	Concrete Mitered End Section (30") (Furnish and Install)	EA	1	\$ 7,900.00	\$ 7,900.00	\$ 2,613.00	\$ 2,613.00	\$ 3,224.00	\$ 3,224.00	\$ 4,000.00	\$ 4,000.00
B-29	Concrete Mitered End Section (36") (Furnish and Install)	EA	1	\$ 7,900.00	\$ 7,900.00	\$ 3,298.00	\$ 3,298.00	\$ 4,108.00	\$ 4,108.00	\$ 6,000.00	\$ 6,000.00
B-30	Concrete Mitered End Section (12"x18") (Furnish and Install)	EA	2	\$ 15,800.00	\$ 31,600.00	\$ 1,676.00	\$ 3,352.00	\$ 2,860.00	\$ 5,720.00	\$ 2,000.00	\$ 4,000.00
B-31	Concrete Mitered End Section (15"x30") (Furnish and Install)	EA	4	\$ 3,950.00	\$ 15,800.00	\$ 2,216.00	\$ 8,864.00	\$ 3,276.00	\$ 13,104.00	\$ 3,000.00	\$ 12,000.00
B-32	8" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	141	\$ 56.00	\$ 7,896.00	\$ 29.55	\$ 4,166.55	\$ 51.48	\$ 7,258.68	\$ 30.00	\$ 4,230.00

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID REVIEW BREAKDOWN
DATE: 10/18/2024
BID DATE: 10/15/2024



ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
B-33	10" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	614	\$ 57.00	\$ 34,998.00	\$ 34.00	\$ 20,876.00	\$ 54.44	\$ 33,524.40	\$ 40.00	\$ 24,560.00
B-34	12" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	303	\$ 60.00	\$ 18,180.00	\$ 41.00	\$ 12,423.00	\$ 65.00	\$ 19,695.00	\$ 50.00	\$ 15,150.00
B-35	15" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	649	\$ 63.00	\$ 40,887.00	\$ 46.60	\$ 30,243.40	\$ 81.49	\$ 52,889.87	\$ 70.00	\$ 45,430.00
B-36	18" Storm Sewer (RCP) (Furnish and Install)	LF	1745	\$ 150.00	\$ 261,750.00	\$ 77.00	\$ 134,365.00	\$ 103.22	\$ 180,118.90	\$ 70.00	\$ 122,150.00
B-37	24" Storm Sewer (RCP) (Furnish and Install)	LF	614	\$ 200.00	\$ 122,800.00	\$ 99.00	\$ 60,786.00	\$ 137.80	\$ 84,609.20	\$ 100.00	\$ 61,400.00
B-38	30" Storm Sewer (RCP) (Furnish and Install)	LF	145	\$ 280.00	\$ 40,600.00	\$ 123.00	\$ 17,835.00	\$ 145.97	\$ 21,166.29	\$ 200.00	\$ 29,000.00
B-39	36" Storm Sewer (RCP) (Furnish and Install)	LF	496	\$ 330.00	\$ 163,680.00	\$ 151.00	\$ 74,896.00	\$ 166.03	\$ 82,353.86	\$ 250.00	\$ 124,000.00
B-40	12"x18" Storm Sewer (ERCP) (Furnish and Install)	LF	46	\$ 220.00	\$ 10,120.00	\$ 99.00	\$ 4,278.00	\$ 178.84	\$ 8,227.52	\$ 40.00	\$ 1,840.00
B-41	19"x30" Storm Sewer (ERCP) (Furnish and Install)	LF	154	\$ 300.00	\$ 46,200.00	\$ 107.00	\$ 16,478.00	\$ 205.14	\$ 31,591.56	\$ 50.00	\$ 7,700.00
B-42	Underdrain Type II (12" PVC, Aggregate, Filter Fabric) (Furnish and Install)	LF	698	\$ 105.00	\$ 73,290.00	\$ 76.00	\$ 53,048.00	\$ 139.97	\$ 97,004.69	\$ 60.00	\$ 41,880.00
B-43	Underdrain Header Pipe (12" PVC) (Furnish and Install)	LF	397	\$ 60.00	\$ 23,820.00	\$ 41.00	\$ 16,277.00	\$ 43.00	\$ 17,069.49	\$ 60.00	\$ 23,820.00
B-44	Underdrain Cleanouts (Furnish and Install)	EA	26	\$ 2,000.00	\$ 52,000.00	\$ 1,094.00	\$ 28,444.00	\$ 1,687.92	\$ 43,885.92	\$ 200.00	\$ 5,200.00
B-45	Concrete Curb and Gutter, Type "F" (Furnish and Install)	LF	422	\$ 35.00	\$ 14,770.00	\$ 55.00	\$ 23,210.00	\$ 32.59	\$ 13,753.41	\$ 30.00	\$ 12,660.00
B-46	Concrete Valley Gutter (Furnish and Install)	LF	391	\$ 46.00	\$ 17,986.00	\$ 59.00	\$ 23,059.00	\$ 42.45	\$ 16,601.08	\$ 50.00	\$ 19,550.00
B-47	Standard Concrete Sidewalk (Including Ramps and Warning Mats), Bench, and Trash Receptacle Concrete Pads (4") (Furnish and Install)	SY	70	\$ 80.00	\$ 5,600.00	\$ 226.40	\$ 15,848.00	\$ 98.44	\$ 6,890.52	\$ 70.00	\$ 4,900.00
B-48	Standard Concrete Trail (10' Wide; 4" Thick) (Furnish and Install)	SY	1087	\$ 78.00	\$ 84,786.00	\$ 83.30	\$ 90,547.10	\$ 101.60	\$ 110,436.53	\$ 60.00	\$ 65,220.00
B-49	Concrete Sidewalk (4" With Thickened Edge) (Furnish and Install)	SY	485	\$ 58.00	\$ 28,130.00	\$ 51.00	\$ 24,735.00	\$ 104.37	\$ 113,454.97	\$ 70.00	\$ 33,950.00
B-50	Misc. Concrete Pads (6") (Furnish and Install)	SY	417	\$ 100.00	\$ 41,700.00	\$ 142.00	\$ 59,214.00	\$ 111.47	\$ 54,061.59	\$ 70.00	\$ 29,190.00
B-51	Standard Concrete (6") (Furnish and Install) (Trail Crossing at Access Rd)	SY	81	\$ 111.00	\$ 8,991.00	\$ 127.00	\$ 10,287.00	\$ 153.09	\$ 12,400.13	\$ 70.00	\$ 5,670.00
B-52	Heavy Duty Concrete (7") (Furnish and Install) (Food Truck Parking Area and Driveway and Concession Building and Restroom Concrete)	SY	2326	\$ 110.00	\$ 255,860.00	\$ 105.00	\$ 244,230.00	\$ 94.74	\$ 220,371.47	\$ 80.00	\$ 186,080.00
B-53	Concrete Rip Rap (At Pond Bottom At MES)	SY	134	\$ 202.00	\$ 27,068.00	\$ 23.00	\$ 3,082.00	\$ 125.16	\$ 16,771.63	\$ 200.00	\$ 26,800.00
B-54	Wheel Stops	EA	239	\$ 104.00	\$ 24,856.00	\$ 155.00	\$ 37,045.00	\$ 102.64	\$ 24,530.39	\$ 200.00	\$ 47,800.00
B-55	Three Rail Wood Fence (4 ft) (Furnish and Install) (Along Powell Rd.)	LF	485	\$ 21.00	\$ 10,185.00	\$ 35.00	\$ 16,975.00	\$ 35.88	\$ 17,401.80	\$ 20.00	\$ 9,700.00
B-56	Tennis Court Construction (Sub-base, Base, Concrete, Painting, Striping)	LS	1	\$ 244,000.00	\$ 244,000.00	\$ 276,250.00	\$ 276,250.00	\$ 228,800.00	\$ 228,800.00	\$ 197,855.00	\$ 197,855.00
B-57	Street Signs and Posts (Furnish and Install)	EA	27	\$ 1,500.00	\$ 40,500.00	\$ 568.00	\$ 15,336.00	\$ 520.00	\$ 14,040.00	\$ 500.00	\$ 13,500.00
B-58	Wayfinding Signage	LS	1	\$ 100.00	\$ 100.00	\$ 5,829.00	\$ 5,829.00	\$ 5,200.00	\$ 5,200.00	\$ 8,000.00	\$ 8,000.00
B-59	Painted Pavement Markings (4" White at Parking Stalls) (Furnish and Install)	LF	4338	\$ 2.00	\$ 8,676.00	\$ 3.40	\$ 14,749.20	\$ 1.56	\$ 6,767.28	\$ 1.00	\$ 4,338.00
B-60	Painted Pavement Markings (6" Blue at ADA Parking Stalls) (Furnish and Install)	LF	216	\$ 2.75	\$ 594.00	\$ 4.55	\$ 982.80	\$ 1.56	\$ 336.96	\$ 1.00	\$ 216.00
B-61	Painted Pavement Markings (6" White at ADA Parking Stalls) (Furnish and Install)	LF	264	\$ 2.25	\$ 594.00	\$ 4.55	\$ 1,201.20	\$ 1.56	\$ 411.84	\$ 1.00	\$ 264.00
B-62	ADA Parking Aisle Striping and Handicap Symbol (Painted) (Furnish and Install)	EA	6	\$ 383.00	\$ 2,298.00	\$ 113.00	\$ 678.00	\$ 130.00	\$ 780.00	\$ 200.00	\$ 1,200.00
B-63	Thermoplastic, Std, White, Solid 12"	LF	101	\$ 11.00	\$ 1,111.00	\$ 5.68	\$ 573.68	\$ 6.24	\$ 630.24	\$ 8.00	\$ 808.00
B-64	Thermoplastic, Std, White, Solid, 24"	LF	206	\$ 14.00	\$ 2,884.00	\$ 11.36	\$ 2,340.16	\$ 12.48	\$ 2,570.88	\$ 12.00	\$ 2,472.00
B-65	Thermoplastic, Standard, White, Arrow	EA	11	\$ 155.00	\$ 1,705.00	\$ 170.00	\$ 1,870.00	\$ 124.80	\$ 1,372.80	\$ 100.00	\$ 1,100.00
B-66	Thermoplastic, Std-Op, Yellow, Solid, 12"	LF	393	\$ 7.00	\$ 2,751.00	\$ 5.68	\$ 2,232.24	\$ 8.32	\$ 3,269.76	\$ 12.00	\$ 4,716.00
B-67	Thermoplastic, Std-Op, Yellow, Solid, 6"	LF	1200	\$ 3.75	\$ 4,500.00	\$ 4.55	\$ 5,460.00	\$ 3.12	\$ 3,744.00	\$ 6.00	\$ 7,200.00
B-68	Gravity Retaining Wall	CY	24	\$ 2,166.00	\$ 51,984.00	\$ 1,600.00	\$ 38,400.00	\$ -	\$ -	\$ 1,000.00	\$ 24,000.00
B-69	Pipe Guardrail	LF	152	\$ 29.00	\$ 4,408.00	\$ 147.00	\$ 22,344.00	\$ -	\$ -	\$ 50.00	\$ 7,600.00
C-1	Remove Existing Inactive 6" Force Main	LF	505	\$ 18.00	\$ 9,090.00	\$ 7.95	\$ 4,014.75	\$ 22.24	\$ 12,230.60	\$ 15.00	\$ 7,575.00
C-2	Remove Existing 12" Water Main	LF	1011	\$ 18.00	\$ 18,198.00	\$ 18.18	\$ 18,379.98	\$ 28.10	\$ 28,415.17	\$ 15.00	\$ 15,165.00
C-3	Remove Existing 8" Sanitary Sewer	LF	819	\$ 52.00	\$ 42,588.00	\$ 13.60	\$ 11,138.40	\$ 22.12	\$ 18,121.20	\$ 15.00	\$ 12,285.00
C-4	Remove Existing Sanitary Sewer Manhole	EA	2	\$ 7,350.00	\$ 14,700.00	\$ 2,852.00	\$ 5,704.00	\$ 1,820.00	\$ 3,640.00	\$ 1,000.00	\$ 2,000.00
C-5	1" Water Service Line (Open Cut or Dir. Drill) (PE) (Furnish and Install)	LF	218	\$ 26.00	\$ 5,668.00	\$ 12.50	\$ 2,725.00	\$ 19.09	\$ 4,162.58	\$ 20.00	\$ 4,360.00
C-6	4" Water Main (Open Cut) (DI) (Restrained) (Furnish and Install)	LF	180	\$ 126.00	\$ 22,680.00	\$ 76.00	\$ 13,680.00	\$ 29.94	\$ 5,389.11	\$ 60.00	\$ 10,800.00
C-7	8" Water Main (Open Cut) (PVC) (Unrestricted) (Furnish and Install)	LF	151	\$ 75.00	\$ 11,325.00	\$ 41.00	\$ 6,191.00	\$ 53.76	\$ 8,117.37	\$ 40.00	\$ 6,040.00
C-8	8" Water Main (Open Cut) (PVC) (Restrained) (Furnish and Install)	LF	216	\$ 78.00	\$ 16,848.00	\$ 50.55	\$ 10,918.80	\$ 30.20	\$ 6,523.92	\$ 40.00	\$ 8,640.00
C-9	12" Water Main (Open Cut) (PVC) (Unrestricted) (Furnish and Install)	LF	848	\$ 117.00	\$ 99,216.00	\$ 77.25	\$ 65,508.00	\$ 84.95	\$ 72,035.23	\$ 70.00	\$ 59,360.00

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

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C-10	12" Water Main (Open Cut) (PVC) (Restrained) (Furnish and Install)	LF	627	\$ 115.00	\$ 72,105.00	\$ 93.75	\$ 58,781.25	\$ 102.29	\$ 64,138.59	\$ 70.00	\$ 43,890.00
C-11	4" D.I. Bends (45, 90) (Water Main) (Furnish and Install)	EA	6	\$ 750.00	\$ 4,500.00	\$ 341.00	\$ 2,046.00	\$ 442.00	\$ 2,652.00	\$ 500.00	\$ 3,000.00
C-12	8" D.I. Bends (45, 90) (Water Main) (Furnish and Install)	EA	5	\$ 460.00	\$ 2,300.00	\$ 597.00	\$ 2,985.00	\$ 364.00	\$ 1,820.00	\$ 700.00	\$ 3,500.00
C-13	12" D.I. Bends (11.25, 22.5, 45, 90) (Water Main) (Furnish and Install)	EA	7	\$ 1,128.00	\$ 7,896.00	\$ 1,046.00	\$ 7,322.00	\$ 1,066.00	\$ 7,462.00	\$ 1,000.00	\$ 7,000.00
C-14	12" D.I. Tee (12"x4", 12"x6") (Water Main) (Furnish and Install)	EA	3	\$ 1,866.00	\$ 5,598.00	\$ 1,199.00	\$ 3,597.00	\$ 1,508.72	\$ 4,526.15	\$ 4,000.00	\$ 12,000.00
C-15	12" D.I. Wye / Tee (12"x12") (Water Main) (Furnish and Install)	EA	2	\$ 2,800.00	\$ 5,600.00	\$ 1,869.00	\$ 3,738.00	\$ 2,221.65	\$ 4,443.30	\$ 4,000.00	\$ 8,000.00
C-16	8" D.I. Plug / Cap (Water Main) (Furnish and Install)	EA	3	\$ 600.00	\$ 600.00	\$ 380.00	\$ 380.00	\$ 676.00	\$ 676.00	\$ 10,000.00	\$ 10,000.00
C-17	12" D.I. Plug / Cap (Water Main) (Furnish and Install)	EA	3	\$ 766.67	\$ 2,300.01	\$ 392.00	\$ 1,176.00	\$ 892.22	\$ 2,676.65	\$ 15,000.00	\$ 45,000.00
C-18	Temporary Jumper Connection (Furnish and Install, Remove)	EA	1	\$ 10,200.00	\$ 10,200.00	\$ 9,000.00	\$ 9,000.00	\$ 1,924.00	\$ 1,924.00	\$ 8,000.00	\$ 8,000.00
C-19	12" x 1" Service Saddle and Corp. Stop (Furnish and Install)	EA	2	\$ 1,700.00	\$ 3,400.00	\$ 716.00	\$ 1,432.00	\$ 1,388.56	\$ 2,777.11	\$ 5,000.00	\$ 5,000.00
C-20	12" x 8" Tapping Sleeve and Valve (Furnish and Install)	EA	1	\$ 7,900.00	\$ 7,900.00	\$ 9,420.00	\$ 9,420.00	\$ 6,238.29	\$ 6,238.29	\$ 15,000.00	\$ 15,000.00
C-21	12" x 12" Tapping Sleeve and Valve (Furnish and Install)	EA	2	\$ 12,950.00	\$ 25,900.00	\$ 15,403.00	\$ 30,806.00	\$ 7,540.00	\$ 15,080.00	\$ 25,000.00	\$ 50,000.00
C-22	Close Valves, Connect to Existing 12" Water Main	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 3,608.00	\$ 3,608.00	\$ 2,286.29	\$ 2,286.29	\$ 5,000.00	\$ 5,000.00
C-23	1" Gate Valve	EA	2	\$ 550.00	\$ 1,100.00	\$ 148.00	\$ 296.00	\$ 520.38	\$ 1,040.75	\$ 500.00	\$ 1,000.00
C-24	Fire Hydrant Assembly (Furnish and Install)	EA	2	\$ 10,150.00	\$ 20,300.00	\$ 7,690.00	\$ 15,380.00	\$ 7,121.81	\$ 14,243.61	\$ 8,000.00	\$ 16,000.00
C-25	Blowoff Assembly (Furnish and Install)	EA	2	\$ 2,800.00	\$ 5,600.00	\$ 1,375.00	\$ 2,750.00	\$ 2,048.14	\$ 4,096.27	\$ 2,000.00	\$ 4,000.00
C-26	Fire Department Connection (4") (Furnish and Install)	EA	1	\$ 19,200.00	\$ 19,200.00	\$ 8,165.00	\$ 8,165.00	\$ 4,470.29	\$ 4,470.29	\$ 6,000.00	\$ 6,000.00
C-27	Line Stop Assembly, 12" (Furnish and Install) (If Needed)	EA	2	\$ 16,350.00	\$ 32,700.00	\$ 17,784.00	\$ 35,568.00	\$ 15,391.33	\$ 30,782.65	\$ 15,000.00	\$ 30,000.00
C-28	Install Thrust Collar, Cut and Cap Existing 12" Water Main	EA	2	\$ 2,800.00	\$ 5,600.00	\$ 3,244.00	\$ 6,488.00	\$ 16,088.14	\$ 32,176.27	\$ 5,000.00	\$ 10,000.00
C-29	Bypass Pumping (Sanitary Sewer)	LS	1	\$ 11,300.00	\$ 11,300.00	\$ 5,795.00	\$ 5,795.00	\$ 46,442.60	\$ 46,442.60	\$ 25,000.00	\$ 25,000.00
C-30	8" Sanitary Sewer Line (Open Cut) (PVC) (Furnish and Install)	LF	1703	\$ 200.00	\$ 340,600.00	\$ 48.00	\$ 81,744.00	\$ 74.57	\$ 127,000.10	\$ 50.00	\$ 85,150.00
C-31	Sanitary Sewer Manhole (Furnish and Install)	EA	7	\$ 12,071.00	\$ 84,497.00	\$ 9,096.00	\$ 63,672.00	\$ 7,203.76	\$ 50,426.30	\$ 7,000.00	\$ 49,000.00
C-32	Connect to Existing Sanitary Sewer Manhole	EA	2	\$ 7,250.00	\$ 14,500.00	\$ 73.00	\$ 146.00	\$ 6,132.22	\$ 12,264.43	\$ 30,000.00	\$ 60,000.00
C-33	4" Backflow Preventer Assembly	EA	1	\$ 14,700.00	\$ 14,700.00	\$ 9,932.00	\$ 9,932.00	\$ 5,480.13	\$ 5,480.13	\$ 12,000.00	\$ 12,000.00
D-1	Sports Fields Amenities (Base Set, Home Plate, Pitchers Rubber, Dugout Bench, Foul Poles, Batting Cage, Fence Cap, Pickleball Net Posts and Net, Goal Posts, Net Backstop System) (Furnish and Install)	LS	1	\$ 130,000.00	\$ 130,000.00	\$ 231,561.00	\$ 231,561.00	\$ 195,663.21	\$ 195,663.21	\$ 300,000.00	\$ 300,000.00
D-2	Chain Link Fence - Softball Fields (Vinyl Coated Black) (With Fence Cap) (6-ft) (Furnish and Install)	LF	2120	\$ 40.00	\$ 84,800.00	\$ 76.82	\$ 162,858.40	\$ 52.62	\$ 111,562.88	\$ 48.00	\$ 101,760.00
D-3	Chain Link Fence With Windscreen (Vinyl Coated Black) (10-ft) (Furnish and Install)	LF	488	\$ 90.00	\$ 43,920.00	\$ 160.00	\$ 78,080.00	\$ 94.91	\$ 46,318.31	\$ 90.00	\$ 43,920.00
D-4	Black Netting Backstop (25' Ht) (Furnish and Install)	LF	400	\$ 320.00	\$ 128,000.00	\$ 785.00	\$ 314,000.00	\$ 293.02	\$ 117,208.00	\$ 400.00	\$ 160,000.00
D-5	Pedestrian Chain Link Fence Gate (Vinyl Coated Black) (3-ft Opening, 6-Ft) (Furnish and Install)	EA	4	\$ 1,000.00	\$ 4,000.00	\$ 863.00	\$ 3,452.00	\$ 789.36	\$ 3,157.44	\$ 800.00	\$ 3,200.00
D-6	Double Swing Chain Link Fence Gate (Vinyl Coated Black) (12-ft Opening, 6-Ft) (Furnish and Install)	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 1,590.00	\$ 3,180.00	\$ 1,393.34	\$ 2,786.68	\$ 1,750.00	\$ 3,500.00
D-7	Bahia Sod for Disturbed Areas	SF	63221	\$ 8.00	\$ 505,768.00	\$ 4.96	\$ 313,576.16	\$ 4.18	\$ 264,314.36	\$ 4.50	\$ 284,944.50
D-8	Tennis Court Chain Link Fence Gate With Windscreen (Vinyl Coated Black) (4-ft Opening, 10-Ft) (Furnish and Install)	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 79,199.00	\$ 79,199.00	\$ 800.65	\$ 80,673.29	\$ 1,000.00	\$ 1,000.00
D-9	Litter Receptacle With Dome Lid	EA	19	\$ 2,422.00	\$ 46,018.00	\$ 1,251.00	\$ 23,769.00	\$ 2,493.66	\$ 47,379.54	\$ 2,000.00	\$ 38,000.00
D-10	Bench	EA	27	\$ 3,519.00	\$ 95,013.00	\$ 1,278.00	\$ 34,506.00	\$ 3,737.50	\$ 100,912.50	\$ 6,000.00	\$ 162,000.00
D-11	Bridge Foundation and Abutments	LS	1	\$ 129,000.00	\$ 129,000.00	\$ 250,204.00	\$ 250,204.00	\$ 46,800.00	\$ 46,800.00	\$ 250,000.00	\$ 250,000.00
D-12	Pre-Fabricated Steel Bridge Installation	LS	1	\$ 138,000.00	\$ 138,000.00	\$ 316,772.00	\$ 316,772.00	\$ 3,640.00	\$ 3,640.00	\$ 75,000.00	\$ 75,000.00
D-13	Pond Cypress 3" Cal., 12' Min. Ht., 6' Min. Sprd.	EA	9	\$ 625.00	\$ 5,625.00	\$ 681.00	\$ 6,129.00	\$ 722.80	\$ 6,505.20	\$ 700.00	\$ 6,300.00
D-14	Southern Slash Pine 3" Cal., 12' Min. Ht., 6' Min. Sprd.	EA	12	\$ 625.00	\$ 7,500.00	\$ 511.00	\$ 6,132.00	\$ 722.80	\$ 8,673.60	\$ 700.00	\$ 8,400.00
D-15	Maki Podocarpus 15 Gal., Full, 60" O.C.	EA	20	\$ 125.00	\$ 2,500.00	\$ 227.00	\$ 4,540.00	\$ 202.80	\$ 4,056.00	\$ 400.00	\$ 8,000.00
D-16	Drake Chinese Elm 2.5" Cal., 10' Min. Ht., 4' Min. Sprd.	EA	42	\$ 680.00	\$ 28,560.00	\$ 836.00	\$ 35,112.00	\$ 722.80	\$ 30,357.60	\$ 400.00	\$ 16,800.00
D-17	Dahoon Holly 2" Cal., 8' Min. Ht., 4' Min. Sprd.	EA	31	\$ 250.00	\$ 7,750.00	\$ 836.00	\$ 25,916.00	\$ 722.80	\$ 22,406.80	\$ 700.00	\$ 21,700.00
D-18	Red Maple 3" Cal., 10' Min. Ht., 5' Min. Sprd.	EA	30	\$ 680.00	\$ 20,400.00	\$ 1,006.00	\$ 30,180.00	\$ 826.80	\$ 24,804.00	\$ 700.00	\$ 21,700.00
D-19	Muskogee Grape Myrtle 8' Min. Ht., 4' Min. Sprd.	EA	37	\$ 250.00	\$ 9,250.00	\$ 614.00	\$ 22,718.00	\$ 618.80	\$ 22,896.00	\$ 300.00	\$ 11,100.00
D-20	Cathedral Oak 6" Cal., 20' Min. Ht., 10' Min. Sprd.	EA	26	\$ 2,200.00	\$ 57,200.00	\$ 2,639.00	\$ 68,614.00	\$ 1,554.80	\$ 40,424.80	\$ 1,200.00	\$ 31,200.00

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPI BID REVIEW BREAKDOWN
DATE: 10/18/2024
BID DATE: 10/15/2024



ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
D-21	Live Oak 3" Cal., 12' Min. Ht., 6' Min. Sprd.	EA	58	\$ 680.00	\$ 39,440.00	\$ 1,003.00	\$ 58,174.00	\$ 826.80	\$ 47,954.40	\$ 500.00	\$ 29,000.00
D-22	Twilight Crape Myrtle 8' Min. Ht., 4' Min. Sprd.	EA	41	\$ 250.00	\$ 10,250.00	\$ 614.00	\$ 25,174.00	\$ 618.80	\$ 25,370.80	\$ 200.00	\$ 8,200.00
D-23	Dynamite Crape Myrtle, 8' Min. Ht., 4' Min. Sprd.	EA	22	\$ 250.00	\$ 5,500.00	\$ 614.00	\$ 13,508.00	\$ 618.80	\$ 13,613.60	\$ 200.00	\$ 4,400.00
D-24	Black Diamond Crape 8' Min. Ht., 4' Min. Sprd.	EA	3	\$ 250.00	\$ 750.00	\$ 614.00	\$ 1,842.00	\$ 618.80	\$ 1,856.40	\$ 200.00	\$ 600.00
D-25	Natchez Crape Myrtle 8' Min. Ht., 4' Min. Sprd.	EA	24	\$ 250.00	\$ 6,000.00	\$ 614.00	\$ 14,736.00	\$ 618.80	\$ 14,851.20	\$ 300.00	\$ 7,200.00
D-26	Cabbage Palm 16' - 26' Ct., Vary Heights, 32 Slick Trunks, 15' O.C. Where Clustered.	EA	32	\$ 520.00	\$ 16,640.00	\$ 1,117.00	\$ 35,744.00	\$ 514.80	\$ 16,473.60	\$ 400.00	\$ 12,800.00
D-27	Silver Palmetto, 1 Gal., Full, 24" O.C.	EA	96	\$ 16.00	\$ 1,536.00	\$ 85.41	\$ 8,199.36	\$ 306.80	\$ 29,452.80	\$ 200.00	\$ 19,200.00
D-28	Cord Grass, 1 Gal., Full, 24" O.C.	EA	692	\$ 9.00	\$ 6,228.00	\$ 62.00	\$ 42,904.00	\$ 6.19	\$ 4,278.97	\$ 7.00	\$ 4,844.00
D-29	Swamp Sunflower, 1 Gal., Full, 24" O.C.	EA	76	\$ 9.00	\$ 684.00	\$ 62.00	\$ 4,712.00	\$ 6.19	\$ 470.29	\$ 7.00	\$ 532.00
D-30	Soft Rush, 1 Gal., Full, 24" O.C.	EA	217	\$ 9.00	\$ 1,953.00	\$ 62.00	\$ 13,454.00	\$ 6.19	\$ 1,342.80	\$ 7.00	\$ 1,519.00
D-31	Pickereelweed, 1 Gal., Full, 24" O.C.	EA	388	\$ 9.00	\$ 3,492.00	\$ 62.00	\$ 24,056.00	\$ 6.19	\$ 2,400.94	\$ 7.00	\$ 2,716.00
D-32	Bermuda 419 Grass (Baseball Fields and Soccer Field)	SY	47413	\$ 12.15	\$ 576,067.95	\$ 7.66	\$ 363,183.58	\$ 5.66	\$ 268,734.18	\$ 6.30	\$ 298,701.90
D-33	Baseball Infield Clay	SY	4913	\$ 30.00	\$ 147,390.00	\$ 34.00	\$ 167,042.00	\$ 34.12	\$ 167,627.46	\$ 10.00	\$ 49,130.00
D-34	Irrigation	LS	1	\$ 400,000.00	\$ 400,000.00	\$ 1,129,202.00	\$ 1,129,202.00	\$ 387,753.60	\$ 387,753.60	\$ 425,000.00	\$ 425,000.00
D-35	Seed and Mulch	SY	3394	\$ 2.50	\$ 8,485.00	\$ 1.10	\$ 3,733.40	\$ 1.12	\$ 3,812.14	\$ 8.00	\$ 27,152.00
E-1	Basketball Court Pre-Engineered Roof and Columns (Furnish and Install)	LS	1	\$ 560,000.00	\$ 560,000.00	\$ 1,363,636.00	\$ 1,363,636.00	\$ 702,000.00	\$ 702,000.00	\$ 951,170.00	\$ 951,170.00
E-2	Basketball Hoop Structures and Hoops (Furnish and Install)	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 60,260.00	\$ 60,260.00	\$ 6,094.40	\$ 6,094.40	\$ 40,000.00	\$ 40,000.00
E-3	Basketball Court Furnishings (Bleachers, Benches, Tables, Water Fountains) (Furnish and Install)	LS	1	\$ 90,000.00	\$ 90,000.00	\$ 37,305.00	\$ 37,305.00	\$ 124,800.00	\$ 124,800.00	\$ 90,000.00	\$ 90,000.00
E-4	Basketball Court Floor and Foundation Including Column Footers (Furnish and Install)	LS	1	\$ 240,000.00	\$ 240,000.00	\$ 152,362.00	\$ 152,362.00	\$ 283,920.00	\$ 283,920.00	\$ 242,144.00	\$ 242,144.00
E-5	Riser Room Outside Basketball Courts (Furnish and Install)	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 36,844.00	\$ 36,844.00	\$ 26,000.00	\$ 26,000.00	\$ 30,000.00	\$ 30,000.00
E-6	Basketball Courts Fire Protection System (Furnish and Install)	LS	1	\$ 85,000.00	\$ 85,000.00	\$ 131,673.00	\$ 131,673.00	\$ 59,800.00	\$ 59,800.00	\$ 103,764.00	\$ 103,764.00
E-7	Basketball Courts Plumbing (Water and Sewer) (Furnish and Install)	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 35,697.00	\$ 35,697.00	\$ 31,720.00	\$ 31,720.00	\$ 35,000.00	\$ 35,000.00
E-8	Racquetball Court Block Walls, Door, Beams, Roof, and Foundation (Furnish and Install)	LS	1	\$ 160,000.00	\$ 160,000.00	\$ 339,800.00	\$ 339,800.00	\$ 182,000.00	\$ 182,000.00	\$ 145,000.00	\$ 145,000.00
E-9	Racquetball Court Floor (Furnish and Install)	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 52,294.00	\$ 52,294.00	\$ 83,200.00	\$ 83,200.00	\$ 15,000.00	\$ 15,000.00
F-1	Electrical Panels and Field Lighting Cabinet, Service Rack, Power Rack (Furnish and Install)	LS	1	\$ 245,000.00	\$ 245,000.00	\$ 67,687.00	\$ 67,687.00	\$ 35,360.00	\$ 35,360.00	\$ 210,000.00	\$ 210,000.00
F-2	Misc. Electrical Including Conduit, Wire, and Appurtenances (Furnish and Install)	LS	1	\$ 855,000.00	\$ 855,000.00	\$ 878,700.00	\$ 878,700.00	\$ 12,735.28	\$ 12,735.28	\$ 2,400,000.00	\$ 2,400,000.00
F-3	Transformer - Coordinate With Duke Energy (Duke Energy to Install Transformer, Pad, Conduits, Pedestal and Appurtenances)	LS	1	\$ 5,000.20	\$ 5,000.20	\$ 2,850.00	\$ 2,850.00	\$ 13,177.84	\$ 13,177.84	\$ 20,000.00	\$ 20,000.00
F-4	Parking Lot Lights - Coordinate With Duke Energy (Duke Energy to furnish and install parking lot lights including poles, fixtures, foundation, connecting conduits, wires etc.)	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,850.00	\$ 2,850.00	\$ 48,145.76	\$ 48,145.76	\$ 20,000.00	\$ 20,000.00
F-5	Street Lights - Coordinate With Duke Energy (Duke Energy to furnish and install parking poles, fixtures, foundation, connecting conduits, wires etc.)	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,850.00	\$ 2,850.00	\$ 51,538.24	\$ 51,538.24	\$ 20,000.00	\$ 20,000.00
F-6	Community Center Area Lights - Coordinate with Duke Energy - Duke Energy to furnish and install new fixtures (the new fixtures are to match those proposed with the internal roadway network).	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,850.00	\$ 2,850.00	\$ 32,814.08	\$ 32,814.08	\$ 20,000.00	\$ 20,000.00
F-7	Single point connection for concession stand, fed from panel lpc-2,4. Verify exact location with owner for power source to enter the Concession stand. Provide 120/208v, 3 ph, 125a load center and coordinate load locations with the City.	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 12,300.00	\$ 12,300.00	\$ 9,286.16	\$ 9,286.16	\$ 20,000.00	\$ 20,000.00
F-8	Furnish and install 20a, weather proof gfci receptacle in each Dugout. Coordinate with the City on the exact location. Receptacles to be Fed out of panel lpc, (ckt-1).	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 9,875.00	\$ 9,875.00	\$ 5,087.68	\$ 5,087.68	\$ 20,000.00	\$ 20,000.00
F-9	Basketball Court Electrical and Lighting, Control Boxes, Etc. (Furnish and Install)	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 33,655.00	\$ 33,655.00	\$ 71,148.48	\$ 71,148.48	\$ 250,000.00	\$ 250,000.00
F-10	Tennis Court Electrical and Lighting Control Boxes, Etc. (Furnish and Install)	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 53,456.00	\$ 53,456.00	\$ 67,868.32	\$ 67,868.32	\$ 75,000.00	\$ 75,000.00
TOTALS					\$ 13,917,700.00		\$ 15,403,663.13		\$ 10,419,673.88		\$ 15,809,171.40

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID REVIEW BREAKDOWN
DATE: 10/18/2024
BID DATE: 10/15/2024



CARR & COLLIER, INC.	CONTRACTING, INC. C.W.R. CONTRACTING, INC.	KINGDOM CONSTRUCTION	H.A. CONTRACTING CORP.

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
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BID ALTERNATES

ALT-1	Concrete Ribbon Curb	LF	6050	\$ 38.00	\$ 229,900.00	\$ 24.40	\$ 147,620.00	\$ 29.58	\$ 178,944.48	\$ 35.00	\$ 211,758.00
ALT-2	Three Rail Wood Fence (4 ft) (Furnish and Install) (Onsite Between the Grass Parking area and the new Trail)	LF	564	\$ 32.00	\$ 18,048.00	\$ 32.00	\$ 18,048.00	\$ 35.88	\$ 20,236.32	\$ 15.00	\$ 9,024.00
ALT-3	Compost/Organic Mix for Topsoil	CY	896	\$ 40.00	\$ 35,840.00	\$ 33.00	\$ 29,568.00	\$ 29.90	\$ 26,790.40	\$ 50.00	\$ 44,800.00
BID ALTERNATE TOTALS					\$ 283,788.00		\$ 195,236.00		\$ 225,971.20		\$ 265,582.00

BID CATEGORY BREAKDOWN

A	General	\$	2,248,525.84	\$	3,213,990.00	\$	1,597,062.30	\$	2,178,350.00
B	Earthwork, Roads, Parking Lots, & Stormwater	\$	5,521,745.00	\$	4,494,079.05	\$	4,252,421.48	\$	6,047,289.00
C	Water & Sewer Construction	\$	943,209.01	\$	502,487.18	\$	603,758.96	\$	639,765.00
D	Hardscape, Landscape, & Irrigation	\$	2,673,219.95	\$	3,916,162.90	\$	2,175,533.39	\$	2,439,519.40
E	Architectural, Fire Protection, & Plumbing	\$	1,260,000.00	\$	2,209,871.00	\$	1,499,534.40	\$	1,652,078.00
F	Electrical	\$	1,271,000.20	\$	1,067,073.00	\$	347,161.84	\$	3,055,000.00
ALT	Bid Alternates	\$	283,788.00	\$	195,236.00	\$	225,971.20	\$	265,582.00
TOTALS INCLUDING BID ALTERNATES		\$	14,201,488.00	\$	15,598,899.13	\$	10,701,443.57	\$	16,277,583.40

LEGEND

\$ 100.00	= Lowest price for a bid item or category.
\$ 100.00	= Total price is not a direct multiple of the unit price.
\$ -	= Item or unit price is not specifically listed in the bid.
\$ 100.00	= Total price was provided based on incorrect quantity.
\$ 100.00	= Unit price / total price appear to have a mistake based on expected price.

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID DOCUMENT CHECKLIST
DATE: 10/18/2024

LEGEND	
☐	= Document not provided
☐	= Document provided in an incomplete or unsatisfactory format
☒	= Document provided in a complete and acceptable format



SECTION #	DOCUMENT DESCRIPTION	   			
		GARR & COLLIER, INC.	C.W.R. CONTRACTING, INC.	KINGDOM CONSTRUCTION	H.A. CONTRACTING CORP.
00410	PROPOSAL (BID FORM)	☒	☒	☒	☒
00420	BID BOND FORM	☒	☒	☒	☒
00430	TRENCH SAFETY FORM	☒	☒	☒	☒
00432	NON COLLUSION AFFIDAVIT	☒	☒	☒	☒
00434	CONFLICT OF INTEREST AFFIDAVIT	☒	☒	☒	☒
00436	FLORIDA STATUTES ON PUBLIC ENTITY CRIMES AFFIDAVIT	☒	☒	☒	☒
00438	COMPLIANCE WITH THE PUBLIC RECORDS LAW AFFIDAVIT	☒	☒	☒	☒
00440	BIDDER INFORMATION AND AFFIDAVIT	☒	☒	☒	☒
00450	CERTIFICATION OF NON-SEGREGATED FACILITIES FORM	☒	☒	☒	☒
00452	DISPUTES DISCLOSURE FORM	☒	☒	☒	☐
00454	DRUG FREE WORKPLACE FORM	☒	☒	☒	☒
00455	CERTIFICATION REGARDING NON-SCRUTINIZED COMPANIES	☒	☒	☒	☒
00456	UNAUTHORIZED ALIEN WORKERS AFFIDAVIT	☒	☒	☒	☒
00458	E-VERIFY COMPLIANCE AFFIDAVIT	☒	☒	☒	☒
00460	AMERICANS WITH DISABILITIES ACT AFFIDAVIT	☒	☒	☒	☒
00462	EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION	☒	☒	☒	☒
00463	CERTIFICATION REGARDING DEBARMENT	☒	☒	☒	☒
00465	SCHEDULE OF PROPOSED SUBCONTRACTORS	☒	☒	☒	☐
N/A	W-9 IDENTIFICATION NUMBER & CERTIFICATION	☒	☒	☒	☒
N/A	GENERAL CONTRACTING LICENSE	☒	☒	☒	☒
N/A	UNDERGROUND UTILITY & EXCAVATION CERTIFICATION	☒	☐	☒	☐
N/A	IRRIGATION CONTRACTOR LICENSE	☐	☐	☒	☐
N/A	CERTIFICATE OF LIABILITY INSURANCE	☒	☒	☒	☐
N/A	CERTIFICATE OF INCORPORATION (FL)	☒	☒	☒	☐



CARR & COLLIER, INC. BID NOTES

1. 2nd lowest bidder with no notable exclusions in the bid amounts.
2. One assumed bid price mistake with the misinterpretation of what will constitute the wayfinding sign.
3. Provided the highest overall cost for bid alternate items.
4. Submitted all required documents with the bid package.
5. Was a responsive bidder during the bid process and asked 20 bid questions.
6. 19 years of experience as a prime contractor.
7. Has past work experience with stormwater systems, utility installation, sports field restoration, and paving. Carr & Collier has worked on park improvement projects in the past.
8. Subcontractors are clearly stated and their material quotes are supplied with the bid.
9. A project superintendent is listed but the potential project manager has yet to be determined.

C.W.R. CONTRACTING, INC. BID NOTES

1. 3rd lowest bidder with no notable exclusions in the bid amounts.
2. Two assumed bid price mistakes: (1) The low unit cost for the concrete rip-rap indicates a bid valuation below the standards in the specification; (2) The high unit cost of \$79,199 for a vinyl coated chain link fence gate and wind screen is over 50 times fair market value.
3. Provided the lowest overall cost for bid alternate items.
4. Submitted all required documents with the bid package.
5. Was a responsive bidder during the bid process and asked 22 bid questions.
6. 48 years of experience as a prime contractor.
7. Has extensive past work experience with paving, grading, and stormwater improvements and limited experience with park improvements (Florida Crossroads Commerce Park).
8. Subcontractors are clearly stated but their material quotes are not supplied with the bid.
9. Both the project manager and super intendent have yet to be determined.

KINGDOM CONSTRUCTION BID NOTES

1. Lowest bidder but notably excludes erosion/sedimentation control, retaining walls, and guardrails from the bid.
2. Four assumed bid price mistakes: (1) The low unit cost for the concrete rip-rap indicates a bid valuation below the standards in the specification; (2) The high unit cost of \$79,199 for a vinyl coated chain link fence gate and wind screen is over 50 times fair market value.
3. Many bid amount discrepancies where unit costs do not add up to total costs.
4. Submitted all required documents with the bid package.
5. Was a responsive bidder during the bid process and asked 10 bid questions.
6. 20 years of experience as a prime contractor.
7. Does not specialize in large-scale sitework projects. Most of their work experience is small-scale commercial sites, single-family residences, and building renovations. Millennium Park seems to be a much larger project than anything in their portfolio. Work experience excludes true park projects.
8. Subcontractors are clearly stated but their material quotes are not supplied with the bid.
9. Both the project manager and super intendent are specified in the bid.

H.A. CONTRACTING CORP. BID NOTES

1. Highest bidder with no notable exclusions in the bid amounts.
2. Two assumed bid price mistakes: (1) The 12"x1" service saddle and corporation stops were priced for a quantity of 1 but the design requires 2; (2) The 3" Red Maples were priced for a quantity of 31 but the design requires 30.
3. There are 3 bid amount discrepancies where unit costs do not add up to total costs.
4. Submitted all required documents with the bid package but the disputes disclosure form and the schedule of proposed subcontractors were not completed correctly or incomplete.
5. This bidder did not submit any questions during the bid process.
6. 41 years of experience as a prime contractor.
7. Has past work experience with stormwater management systems, utility installation and building/parking lot construction. There is no recent experience specifically in park improvements but they have experience in facilities with mini-parks, recreation areas, and sports arenas.
8. Only one subcontractor was disclosed but material quotes are not supplied with the bid.
9. Both the project manager and super intendent are specified in the bid.

CPH FINAL RECOMMENDATION

CPH acknowledges and recommends Carr & Collier, Inc. as most deserving of consideration of the City of Wildwood for award of the Millennium Park Phase 1 & 2 project, based on the information provided in the respective bid packages. Carr & Collier, Inc., in the opinion of CPH, appear to be the lowest responsive, responsible, and qualified bidder. Kingdom Construction came in as the true lowest bidder but their experience does not meet the expected contractor qualifications for a project of this scale/scope and their bid total came in well below the CPH opinion of probable cost.



CITY OF WILDWOOD

Invitation to Bid No. 2024-30

Millennium Park Phase 1 & 2

To: Ian Nichols, President
Kingdom Construction

Date: October 24, 2024

Re: Non-Responsive Determination

The City of Wildwood appreciates your participation in the competitive solicitation process establishing best value for the City's Millennium Park project. The bid responses to the above referenced Invitation to Bid (ITB) have been reviewed by City staff and engineering consultants to identify the lowest responsive and responsible bid.

The Kingdom bid response has been determined to be non-responsive. The bid response notably excludes erosion/sedimentation control, retaining walls, and guardrails. In addition, bid amount discrepancies between unit costs and the total cost were identified. As per 1.12 (D) of the Instructions to Bidder:

The Bid Form shall be completely filled out including the Bidder information; acknowledgement of receipt of all Addenda; *the Bid Amount including Unit Prices and Total Prices* for all Items including all alternate items;

In addition, the absence of the required material quotes impacts the bid status. In accordance with 1.11 (A) of the Instructions to Bidder:

Bidders are required to submit (with the Bid) material price quotes...

Thank you for your interest in the City's invitation to bid. Your company is welcome to respond to future opportunities.

Robert Schoepe
Procurement Program Manager
City of Wildwood

**CITY OF WILDWOOD
MILLENNIUM PARK - PHASE 1 & 2**

**PROJECT MANUAL
SEPTEMBER 2024**



Prepared By



500 West Fulton Street
Sanford, Florida 32771
Phone: 407.322.6841

CPH Job No. W12803

SECTION 00005
CERTIFICATIONS PAGE

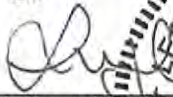
This Project Manual has been prepared by:

CPH, LLC
500 West Fulton Street
Sanford, Florida 32771
Ph. 407-322-6841

This Project Manual is certified by:

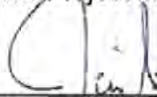
Civil Engineer

By certifying below, Leopoldo J. Ayala, P.E. is responsible for Divisions 1 & 2 of this Project Manual.


Leopoldo J. Ayala, P.E., No. 55524
Date: 8/6/2024
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

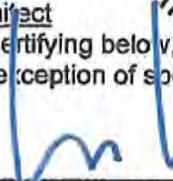
Structural Engineer

By certifying below, Jose M. Ortiz, P.E. is responsible for specification 03 41 13 in Division 3 of this Project Manual.


Jose M. Ortiz, P.E., No. 67920
Date: 8/7/2024
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

Architect

By certifying below, John M. Lenti, AIA, is responsible for Divisions 3, 4, 5, 7, 8, 9, & 11, with the exception of specification 03 41 13 of this Project Manual.

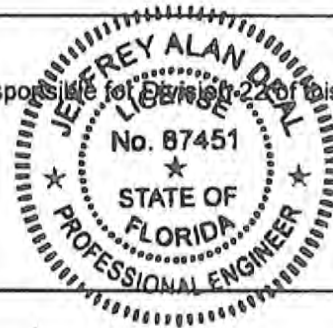

John M. Lenti, AIA, No. AR100548
Date: 8/7/2024
STATE OF FLORIDA
REGISTERED ARCHITECT

Mechanical Engineer

By certifying below, Jeffrey A. Deal, P.E. is responsible for Division 22 of this Project Manual.

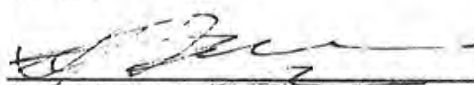

Jeffrey A. Deal, P.E., No. 87451

Date: 2024-8-6

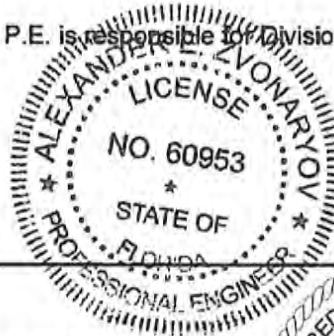


Electrical Engineer

By certifying below, Alexander E. Zvonaryov, P.E. is responsible for Division 26 of this Project Manual.

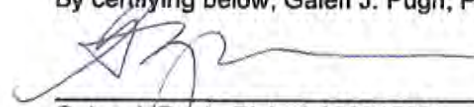

Alexander E. Zvonaryov, P.E., No. 60953

Date: 8/15/2024

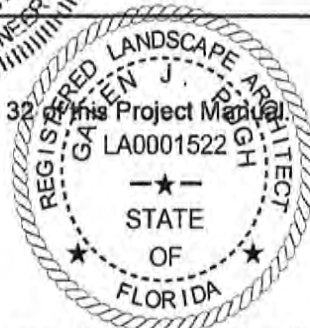


Landscape Architect

By certifying below, Galen J. Pugh, PLA, is responsible for Division 32 of this Project Manual.


Galen J. Pugh, PLA, LA0001522

Date: 8/16/24



The appendices to this Project Manual may contain information prepared by other professionals, bearing the name, address, and logo of the professional. CPH, LLC is not responsible for items prepared by other professionals, and these items are not covered under the above registered professionals' signature and seal.

END OF SECTION

SECTION 00200

INSTRUCTIONS TO BIDDER

PART 1 GENERAL

1.01 Bidding Documents

- A. Bidding Documents include the Invitation for Bids, Instructions to Bidders, Bid Form, other sample bidding and contract forms, and the proposed Contract Documents, including any Addenda issued prior to receipt of bids.
- B. Bidding Documents may be obtained in compliance with the Invitation for Bids. No partial sets of the Bidding Documents will be issued. Complete sets of Bidding Documents shall be used in preparing bids. Neither the Owner nor the Engineer will assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

1.02 Bidder Questions

Any Bidder who is in doubt as to the true meaning of any part of the Bidding Documents, or finds a discrepancy or omission therein, may submit to the Engineer a written request for an interpretation or correction. The person submitting the request shall be responsible for its delivery to the Engineer at least seven (7) days prior to the bid opening date. Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

1.03 Addenda

Addenda will be posted on the City of Wildwood website and DemandStar or otherwise delivered to all plan holders who received a complete set of Bidding Documents from the Engineer. All Addenda issued during the time of bidding shall form a part of the Contract Documents, shall be covered in the Bid, and shall become a part of the Contract. Receipt of each Addendum shall be acknowledged in the Bid Form; failure to do so may subject the Bidder to disqualification. It shall be the Bidder's responsibility to ensure that they have received all Addenda prior to bid. The Owner or Engineer shall not be responsible for non-receipt or untimely receipt of Addenda due to acts of the delivering agency or any other source.

1.04 Examination of Documents and Inspection of Site

Before submitting a Bid, Bidders shall carefully examine the Bidding Documents and inspect the project site to fully inform themselves of all existing conditions and limitations. Each Bidder, by submitting his Bid, represents that he has so examined the Bidding Documents and inspected the site, that he understands the provisions of the Bidding Documents and that he has familiarized himself with the local conditions under which the work is to be performed. Bidders will not be given extra payment or contract time for conditions, which could have been determined by such examinations.

1.05 Bidder's Interest in More Than One Bid

No person, firm, or corporation shall be allowed to make, file, or have an interest in more than one Bid for the same work, unless Alternates are called for. A person, firm, or corporation who has submitted a sub-bid to a Bidder or who has quoted prices on materials to a Bidder is not hereby disqualified from submitting a sub-bid or quoting prices to other Bidders, or from bidding as a prime contractor.

1.06 Certificates and Licenses

Bidders must be properly licensed to perform the Contract Work. Proper licensing shall be as defined by Florida Statutes and the license shall be issued by the Florida Dept. of Business and Professional Regulation Construction Industry Licensing Board.

1.07 Public Entity Crimes - Denial or Revocation of Right to Transact Business With a Public Entity

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes (FS) 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

1.08 Florida Trench Safety Act

Bidders must comply with the Florida Trench Safety Act (FS 553.60-553.64), by completing and submitting with the sealed bid the Trench Safety Statement Form, a copy of which is included as part of these Contract Documents.

1.09 Rejection of Bidders Under Litigation

The Owner reserves the right to reject the Bid of any Bidder who is behind, as determined by the Owner or Engineer, on the completion schedule for any existing contracts; who has failed to properly progress work on any construction contract with any governmental agency within the past five (5) years; who is currently under litigation with the Owner; who is in litigation with any governmental agency within the past five (5) years; who is involved in any dispute resolution procedure with any governmental agency within the past five (5) years; who has previously defaulted on a contract with any governmental agency within the past five (5) years; or who has previously failed to satisfy all requirements related to life safety including, but not limited to, the maintenance of traffic provisions on existing or previous agreements with any governmental agency within the past five (5) years.

1.10 Debarred or Suspended Bidders

The Bidder certifies, by submission of its Proposal (Bid), that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracting with any federal department or agency. The Owner reserves the right to reject any bid from a debarred or suspended Bidder or from a Bidder whose principals are debarred or suspended.

1.11 Material Prices Used in the Bid

- A. Due to the current and/or potential volatile nature of material prices and inability of material suppliers to hold prices, Bidders are required to submit (with the Bid) material price quotes used in the Bid for any pay item(s) for which the Contractor anticipates a rapid material price change between the date of the Bid and when the material is anticipated to be ordered. Without restriction to any other provision/specification herein, only Bid prices for which the described price quotes having been properly submitted with the Bid may be considered for price adjustment, in accordance with the provisions in the Supplementary Conditions (Change of Contract Price Associated with Material Price Increases).
- B. The material price quotes shall include the name and address of the Supplier, the contact name and phone no. of the Supplier representative who prepared the quote, the name and address of the Bidder, the project name, and shall include a list of materials and prices including a material description, units of measure, quantity, unit cost, and total cost. The date of the material price quote shall be within ten (10) calendar days of the Bid Due Date.

1.12 Form of Bid

- A. Each Bid shall be submitted on the Bid Form included as one of the Bidding Documents. The Bidder is not permitted to make changes in the Bid Form provided. The Bidder shall fill in spaces on the Bid Form by typewriter, computer, or manually in ink. When a Bidder submits a Bid and fills in information, which is then changed, each change must be initialed by the person signing the Bid.
- B. The Bidder must fill in all unit prices, total prices, and total amounts. Each Unit Price will be deemed to include an amount considered by Contractor to be adequate to cover all costs, including manpower, labor, equipment, materials, supplemental and administrative costs, and profit.
- C. Where so indicated by the makeup of the Bid Form, amounts shall be expressed in both words and figures, and in case of discrepancy between the two, the amount in words shall govern.
- D. The Bid Form shall be completely filled out including the Bidder information; acknowledgement of receipt of all Addenda; the Bid Amount including Unit Prices and Total Prices for all Items including all alternate items; the completed Bidder Submittal checklist; and the bid properly signed and dated by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a corporation

shall further give the State of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind Bidder. A bid submitted by a partnership shall be signed in the name of the firm by one or more of the partners.

- E. No conditional Bids will be accepted. Alternate Bids will not be considered unless called for. Oral proposals or modifications will not be considered. The Owner reserves the right to reject a bid that is unbalanced.
- F. All submitted bid packages including alternate bid items become the property of the Owner.

1.13 Bid Security

- A. Provide a bid security in the form of a certified check or bid bond. Bid security shall be payable without condition to the Owner, as a guaranty that the Bidder, if awarded the Contract, will promptly execute the Agreement in accordance with the Bidding Documents, and will furnish all bonds and insurance as required. If Bid Bond is provided it shall be provided using the form included in section 00420 and shall be provided by a surety company authorized to do business in the State of Florida. The amount of the Bid Security shall be as follows:
 - 1. Construction Projects where the Maximum Bid Price is \$60,000 or greater: Bid Security shall be in an amount equal to at least 5% of the Maximum Bid Price (Base Bid Plus Alternates).
 - 2. Construction Projects where the Maximum Bid Price is less than \$60,000: Bid Security shall be in an amount equal to at least 10% of the Maximum Bid Price (Base Bid Plus Alternates).
- B. If for any reason the Bidder withdraws his Bid after Bid Opening or fails to execute an Agreement or to provide the specified bonds, insurance, and insurance certification, such Bidder shall be in default. The defaulting Bidder and his surety shall pay to the Owner all costs incurred by the Owner for procuring the performance of the work required by the Bidding Documents which exceed the amount of his Bid, including engineering and legal costs, not to exceed the amount of the bid security.
- C. The Bid Security of all except the three (3) apparent lowest Bidders will be returned within 21 days after the canvass of Bids.

1.14 Submission of Bids

- A. Submit two duplicate originals of the Bid, Bid Security, and all other documents required to be submitted with the Bid. Enclose in a single sealed opaque envelope, addressed to the party receiving the Bids. Label on the outside of the envelope the Project name, City of Wildwood Bid Number, and the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Bid Enclosed" on the face thereof.

- B. Bids shall be delivered to the designated location prior to the time and date for receipt of Bids indicated in the Invitation for Bids or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened to the person or firm submitting the Bid.
- C. The Bidder shall assume full responsibility for timely delivery of his Bid to the designated location.

1.15 Modification and Withdrawal of Bids

- A. Bids may not be modified after submittal; however, they may be withdrawn at any time prior to the Bid Opening time and date.
- B. Withdrawal requests shall be made in writing and must be received by the Owner before the time and date stated or as addended for the Bid Opening. Properly withdrawn Bids will be returned unopened to the person or firm submitting the Bid.
- C. A Bidder who withdraws his Bid may submit a new Bid in the same manner as specified under "Submission of Bids".
- D. If a Contract is not awarded within 90 calendar days after opening of Bids, a Bidder may file a written request with the Owner for the return of his Bid.

1.16 Basis of Award

- A. The Owner reserves the right to accept or reject any or all bids in whole or in part with or without cause, to waive technicalities, or to accept the bid(s) which, in its judgment, best serves the interest of the Owner.
- B. Except in cases where the Owner exercises the right to reject all Bids, the Contract will be awarded by the Owner, as soon as practicable after Opening of Bids, to the responsive, responsible Bidder who has submitted the lower individual or combination Bid.
- C. The lowest Bid will be determined by comparison of the "Total Base Bid" stipulated on the Bid Form, plus any combination of Additive or Deductive Alternate Bid Items of the Owner's choosing. If the stated "Total Base Bid" conflicts with the sum of the Total Prices on the Bid Schedule, then the sum of the Total Prices prevails. The Total Price for each item is the stated unit price times the quantity.

1.17 Responsiveness Requirements

- A. All Bidders are required to be responsive. Failure to meet any of the responsiveness requirements set forth herein may result in the Bidder being judged non-responsive.
- B. To be judged responsive, the Bidder shall execute, and return the following forms and required information with the Bid:

Section	Form / Information
00410	Proposal (Bid Form) Including Acknowledgment of All Issued Addenda
---	Bid Security in Accordance with the Instructions to Bidder
---	Bidder Completed W-9 Form
---	Bidder Officer Signatory Authorization Information
00430	Trench Safety Form
00432	Non Collusion Affidavit
00434	Conflict of Interest Affidavit
00436	Florida Statutes on Public Entity Crimes Affidavit
00438	Compliance With the Public Records Law Affidavit
00440	Bidder Information and Affidavit
00450	Certification Of Non-Segregated Facilities Form
00452	Disputes Disclosure Form
00454	Drug Free Workplace Form
00455	Certification Regarding Non-Scrutinized Companies
00456	Unauthorized (Illegal) Alien Workers Affidavit
00458	E-Verify Compliance Form
00460	Americans With Disabilities Act Affidavit
00462	Equal Employment Opportunity Certification
00463	Certification Regarding Debarment
00465	Schedule of Proposed Subcontractors
---	Copies of Licenses Issued by the State of Florida Dept. of Business and Professional Regulation Construction Industry Licensing Board
---	Material price quotes used in the Bid for any pay item(s) for which the Contractor anticipates a rapid material price change between the date of the Bid and when the material is anticipated to be ordered

- C. If the Invitation to Bids requires attendance at a mandatory Pre-Bid meeting, then Bids submitted from Bidders who do not attend the mandatory Pre-Bid meeting will be judged non-responsive; unless providentially hindered as to such required attendance due to provable circumstances beyond the control of the Bidder whereupon mandatory attendance may be waived at the sole discretion of the Owner.

1.18 Responsibility Requirements

- A. All Bidders are required to be responsible. Failure to meet any of the responsibility requirements set forth herein may result in the Bidder being judged non-responsive. Bids from non-responsive bidders may be accepted or rejected at the discretion of the Owner.
- B. To be judged responsible, the Bidder shall meet the following standards:
1. The Bidder shall be properly licensed and shall have a satisfactory record of integrity, judgment, and performance as a corporation (including its shareholders and officers), partnership, or as a sole proprietorship,

- including in particular, any prior performance upon contracts from the State and the Owner.
2. The Bidder shall have at least three (3) years of experience as a prime contractor.
 3. The Bidder shall have performed as a prime contractor on at least three (3) projects of similar type and size as the proposed contract work.
 4. The Bidder shall be able to comply with the required completion schedule for the project.
 5. The Bidder shall have adequate financial resources to perform the work, and shall have an adequate financial management system and audit procedure which provides efficient and effective accountability and control of all property, funds, and assets. The Bidder shall be able to demonstrate this in accordance with the requirements described herein.
 6. The Bidder shall conform with the civil rights, equal employment opportunity and labor law requirements of the Bid Documents.

1.19 Bidder Evaluation Submittal Requirements

- A. Within 7 calendar days after being notified of being the apparent lowest, responsive Bidder, the Bidder shall submit the following information to the Owner or Engineer for evaluation to determine compliance with the responsibility requirements. The following information may also be required to be submitted by the second and third low bidders within 7 calendar days, if notified by the Owner or Engineer.
1. Resumes of key personnel, especially those personnel proposed for work on this Project.
 2. Provide a list of equipment and quantities currently owned or under lease to the Bidder and available for the work.
 3. List of personnel, by name and title, contemplated to perform the work.
 4. Provide financial information in accordance with the following:
 - a. For projects where the total base bid is \$600,000.00 or less, provide a current Compilation Statement of the Bidder, prepared by a Certified Public Accountant (CPA).
 - b. For projects where the total base bid is \$600,000.01 up to \$10,000,000.00, provide a current Percentage of Completion Review of the Bidder, prepared by a CPA.
 - c. For projects where the total base bid is \$10,000,000.01 or higher, provide a current audited financial statement of the Bidder, prepared by a CPA, including a certification that the financial status of the company has not materially changed since the audit.
 - d. The financial information shall reflect the most current fiscal year, and in no case no more than 16 months old.
 5. Provide a list of equipment and quantities currently owned or under lease to the Bidder and available for the work.
 6. As required by the Owner, submit fully executed copies of the following forms:
 - a) Financial Information Form - Section 00462
 - b) Insurance Certification - Section 00620

- B. The Owner reserves the right to waive submittal of any or all of the above informational requirements of the Bidder.

1.20 Award of Contract

If the contract is to be awarded, the Owner or its agent will deliver to the successful low bidder a Notice of Award and Agreement form within ninety (90) days after the day of the bid opening. The successful low bidder shall sign and return the Agreement and required bonds and insurance within fourteen (14) days of receipt of the Notice of Award.

1.21 Bonds and Insurance

- A. Upon award of the contract, the Bidder, simultaneously with the execution of the Agreement, shall furnish certificates of insurance, insurance certification, performance bond, and payment bond. The forms of the bonds and insurance certification, including bonding amounts and duration and insurance coverage required are included in the Bidding Documents.
- B. The successful Bidder shall, before commencing the work, record said Payment and Performance Bond in the public records of the County where the improvement is located in accordance with FS 255.05.

1.22 Waiver

Each Bidder agrees to waive any claims it has or may have against the Owner, Engineer, and their respective officers, employees, agents, designees, successors, legal representatives or assigns, arising out of or in connection with the administration, evaluation, recommendation, rejection or award of any bid.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

APPEAL PROCEDURES

1. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the City Clerk's Office a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the bid tabulation. A formal protest must also be filed within ten (10) days of the filing of the written notice of intent to protest. Failure to timely file the notice of intent to file a protest or the formal notice of protest shall constitute a waiver and invalidation of any protest to the applicable solicitation, bid, or award. The formal protest shall contain the following:
 - Name and contact information for the protestor;
 - The ITB/RFP number and title;
 - Clearly state the factual basis upon which the protest is based;
 - State all statutes, laws, ordinances, or other legal authorities supporting such protest; and
 - Identify the relief to which the protestor is entitled.
2. Bid Protest Fee: A person or entity filing a protest must render, along with their written protest, payment of a bid protest fee in the form of a certified check, cashier's check, attorney's trust account check or money order made payable to the City of Wildwood in the amount of (i) \$500.00 where the notice of award recommendation relates to a bid of less than \$100,000; (ii) \$1,000.00 where the notice of award recommendation relates to a bid of \$100,000 to \$500,000; or (iii) \$2,500.00 where the notice of award recommendation relates to a bid exceeding \$500,000. Failure to render timely payment of the bid protest fee shall result in the bid protest being rejected and of no force and effect. In the event the protesting party ultimately prevails in the protest proceeding before the City, the bid protest fee will be returned to such party.
3. Stay of Award. Upon timely receipt of a protest, and in the absence of emergency circumstances, the City Manager shall ensure that the award is suspended until such protest is resolved. If the City Manager, after consultation with the head of the requisitioning department, determines that a bid or contract must be awarded without delay in order to protect the public health, welfare or safety, to comply with an existing regulatory, permitting or contractual obligation, or to prevent the loss of a funding source, a bid protest shall not delay or otherwise impede the award of such bid or contract.
4. City Manager Review. After receipt of a timely written protest, the City Manager shall consider and attempt to resolve the protest. For the purposes of investigating, reviewing, and resolving a protest, the City Manager may appoint a designee of his/her

choosing to represent and act on behalf of the City Manager at all stages of the bid protest review and proceedings. Such designee should have adequate experience and background in public procurement matters and be familiar with the City's procurement procedures. Prior to rendering a decision, the City Manager shall schedule and conduct a meeting in order to hear the arguments from the protestor and other interested bidder/responders. The time, date and location of the protest meeting will be noticed by the City to the protestor and other bidders/responders.

5. **Protest Meeting.** At the protest meeting, the protestor and any other interested bidders/responders who may be affected by the City's procurement decision or award recommendation, or their designated legal counsel, will be allowed to make a brief oral presentation of evidence and argument. However, neither direct nor cross examination of witnesses will be permitted, although the City Manager or his/her designee may make whatever inquiries deemed pertinent to a determination of the protest. Submission of written or physical materials, objects, statements, affidavits and arguments relevant to the protested matters may be submitted prior to or at the protest meeting. The City Manager or his/her designee may solicit and receive input from City employees, consultants and other persons not a party to the protest proceeding. The statutory and judicial rules of evidence shall not apply to the proceedings. Any party may arrange for the proceedings to be stenographically recorded and shall bear the expense of such recording.
6. **City Manager's Decision.** In making his/her decision on the protest, the City Manager or his/her designee shall have the authority to uphold the award recommendation, cancel the pending procurement process, re-bid the contract, revise the award recommendation, and take other such actions that are within City's procurement authority. After conducting the protest meeting, the decision of the City Manager or his designee may be orally announced at such meeting. However, after the protest meeting the City Manager's office shall promptly issue a written decision stating the reason for the action taken with a copy furnished to the protesting party and all other interested bidder/responders. The decision of the City Manager's office shall be final and conclusive as to any contract award not requiring City Commission approval. For contracts requiring City Commission approval, the decision of the City Manager's office may be appealed to the City Commission, if such appeal is timely filed.
7. **Appeal to City Commission:** Bidders/responders who are adversely affected by the Office of the City Manager's decision with respect to a contract award requiring City Commission approval, may appeal the City Manager's decision by filing a written appeal with the City Clerk, no later than 5:00 p.m. on the third (3rd) business day following the date of the written decision issued by the City Manager or his/her designee. The written appeal shall substantially conform to the written protest notice content requirements of

Section 1. Failure to timely file a written appeal shall constitute a waiver and invalidation of any protest to the applicable solicitation, bid, or award.

8. Appeal hearing. If an appeal is timely received, the appeal shall be heard by the City Commission at a public meeting. The time, date and location of the City Commission meeting shall be noticed by the City in the same manner as it notices regular City Commission meetings. The City Commission's review of the City Manager's decisions shall be conducted as if the protest review is being conducted for the first time. The procedure for the City Commission's review will be similar to the process specified for the protest meeting in Section 5. After conclusion of the presentations, the City Commission shall conduct public deliberations, and, upon completion thereof, hold a vote as to the resolution of the appeal. The outcome of such vote and reasons provided therefore shall constitute the City's final determination of the matter.
9. Exclusive method of protest, objection, and appeal. There is a compelling City interest in procuring goods and services in a timely manner so as to provide City residents and visitors with efficient, cost-effective, and operationally effective City infrastructure, facilities, and services in a timely manner. Consequently, procurement disputes must be resolved with minimal delays. Therefore, the procedure set forth herein is the sole means by which a bidder/responder aggrieved by a decision of the City may seek recourse. Refusal or failure by any aggrieved bidder/responder to pursue its right of protest under these procedures shall constitute a waiver of its right to pursue any further remedies or appeals, either administratively or judicially. Any judicial proceedings that may or could be filed against the City by an aggrieved or adversely affected party shall be filed within thirty (30) days after the City's final decision on a procurement matter. Failure to timely file a judicial action in accordance with these procedures shall constitute a waiver and invalidation of any protest to the applicable solicitation, bid, or award.

MINORITY BUSINESSES

Minority businesses shall be ensured to have an equitable opportunity to participate in the City's procurement processes. Florida Statute 255.101 "Utilization of Minority Business Enterprises" encourages the City to be sensitive to the effect of job-size barriers on minority businesses. It also encourages the competitive award of public construction projects in excess of \$100,000. Florida Statute 255.102 provides for consideration by agencies of preferences for price or weighted formulas to increase minority participation.

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

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ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A-1	Bonds and Insurance	LS	1	\$ 220,000.00	\$ 220,000.00	\$ 225,001.48	\$ 225,001.48		\$ -
A-2	Mobilization	LS	1	\$ 1,375,000.00	\$ 1,375,000.00	\$ 792,549.35	\$ 792,549.35		\$ -
A-3	Preconstruction Topographic Surveying	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 5,200.00	\$ 5,200.00		\$ -
A-4	Record Drawings	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 25,000.00	\$ 25,000.00		\$ -
A-5	Demobilization, Cleanup, Project Closeout (Incl. Material and Workmanship Bond)	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 250,000.00	\$ 250,000.00		\$ -
A-6	Preconstruction Video	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 4,500.00	\$ 4,500.00		\$ -
A-7	Temporary Traffic Control - Millennium Park	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 33,227.63	\$ 33,227.63		\$ -
A-8	Temporary Traffic Control - Powell Rd.	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 35,314.88	\$ 35,314.88		\$ -
A-9	Erosion and Sediment Control	LS	1	\$ 21,000.00	\$ 21,000.00	\$ 101,639.33	\$ 101,639.33		\$ -
A-10	Silt Fence	LF	10450	\$ 3.00	\$ 31,350.00	\$ 3.01	\$ 31,485.85		\$ -
A-11	Clearing and Grubbing	LS	1	\$ 447,000.00	\$ 447,000.00	\$ 342,118.36	\$ 342,118.36		\$ -
A-12	Demolition - Existing Driveway Aprons, Crushed Asphalt Parking Area, Concrete Pad at New Racquetball Court, Misc. Portions of Dirt Trail	LS	1	\$ 397,000.00	\$ 397,000.00	\$ 28,031.70	\$ 28,031.70		\$ -
B-1	Regular Excavation (ACAD Measurement Based on LIDAR Data and Proposed Elevations and 25% Increase to ACAD Measurement)	CY	27865	\$ 33.00	\$ 919,545.00	\$ 10.19	\$ 283,944.35		\$ -
B-2	Embankment (Fill Placement) ACAD Measurement Based on LIDAR Data and Proposed Elevations and 25% Increase to ACAD Measurement)	CY	26061.3	\$ 29.00	\$ 755,777.70	\$ 13.96	\$ 363,815.75		\$ -
B-3	Borrow Material (Allowance)	CY	10000	\$ 25.00	\$ 250,000.00	\$ 28.35	\$ 283,500.00	\$ 264,400.00	\$ 2,644,000,000.00
B-4	Allowance - Additional Earthwork (If Needed)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 80,214.80	\$ 80,214.80	\$ 83,262.00	\$ 83,262.00
B-5	8" Stabilized Subgrade or 4" Crushed Concrete Subgrade (Furnish and Install) (Trail, Cart Path)	SY	11176	\$ 17.00	\$ 189,992.00	\$ 7.73	\$ 86,390.48		\$ -
B-6	12" Stabilized Subgrade or 6" Crushed Concrete Subgrade (Furnish and Install) (Road, Turn Lane, Parking Lots, Turnaround Area)	SY	21824	\$ 17.00	\$ 371,008.00	\$ 10.06	\$ 219,549.44		\$ -
B-7	6" Limerock Base or 6" Crushed Concrete Base (Furnish and Install) (Road, Parking Lots, Trail, Cart Path)	SY	19734	\$ 18.00	\$ 355,212.00	\$ 17.23	\$ 340,016.82		\$ -
B-8	10" Limerock Base or 10" Crushed Concrete Base (Furnish and Install) (Turn Lane)	SY	563	\$ 30.00	\$ 16,890.00	\$ 29.57	\$ 16,647.91		\$ -
B-9	Asphalt Surface Course, Type SP 9.5 (1") (Furnish and Install) (Trail, Cart Path)	TN	426	\$ 300.00	\$ 127,800.00	\$ 195.95	\$ 83,474.70		\$ -
B-10	Asphalt Surface Course, Type SP 12.5 (1.5") (Furnish and Install) (Road, Turn Lane, Parking Lots)	TN	1599	\$ 300.00	\$ 479,700.00	\$ 176.44	\$ 282,127.56		\$ -
B-11	Asphalt Friction Course, Type SP 12.5 (1.5") (Traffic C) (PG 76-22) (Furnish and Install) (Turn Lane)	TN	46	\$ 300.00	\$ 13,800.00	\$ 310.89	\$ 14,300.94		\$ -
B-12	Ditch Bottom Inlet Type C (P-Bottom) (<10') (Furnish and Install)	EA	14	\$ 13,000.00	\$ 182,000.00	\$ 5,100.65	\$ 71,409.10		\$ -
B-13	Ditch Bottom Inlet Type C (P-Bottom With Sump) (<10') (Furnish and Install)	EA	1	\$ 14,000.00	\$ 14,000.00	\$ 6,878.00	\$ 6,878.00		\$ -
B-14	Ditch Bottom Inlet Type C (J-Bottom) (<10') (Furnish and Install)	EA	1	\$ 15,000.00	\$ 15,000.00	\$ 10,069.63	\$ 10,069.63		\$ -
B-15	Ditch Bottom Inlet Type D (P-Bottom) (<10') (Furnish and Install)	EA	1	\$ 16,000.00	\$ 16,000.00	\$ 6,831.26	\$ 6,831.26		\$ -
B-16	Ditch Bottom Inlet Type D (J-Bottom) (<10') (Furnish and Install)	EA	3	\$ 17,000.00	\$ 51,000.00	\$ 10,241.04	\$ 30,723.12		\$ -
B-17	Ditch Bottom Inlet Type D (J-Bottom With Sump) (<10') (Furnish and Install)	EA	2	\$ 18,000.00	\$ 36,000.00	\$ 10,069.63	\$ 20,139.26		\$ -
B-18	Type P-8 Manhole (<10') (Furnish and Install)	EA	4	\$ 14,000.00	\$ 56,000.00	\$ 5,857.78	\$ 23,431.12		\$ -
B-19	Type J-8 Manhole (<10') (Furnish and Install)	EA	3	\$ 16,000.00	\$ 48,000.00	\$ 8,204.22	\$ 24,612.66		\$ -
B-20	Nyoplast or Equal Drain Basin (8") (<10') (Furnish and Install)	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 2,090.55	\$ 6,271.65		\$ -
B-21	Nyoplast or Equal Drain Basin (10") (<10') (Furnish and Install)	EA	6	\$ 1,600.00	\$ 9,600.00	\$ 2,340.46	\$ 14,042.76		\$ -
B-22	Nyoplast or Equal Drain Basin (12") (<10') (Furnish and Install)	EA	2	\$ 2,100.00	\$ 4,200.00	\$ 3,113.67	\$ 6,227.34		\$ -
B-23	Nyoplast or Equal Drain Basin (15") (<10') (Furnish and Install)	EA	2	\$ 2,600.00	\$ 5,200.00	\$ 3,711.10	\$ 7,422.20		\$ -
B-24	Nyoplast or Equal Drain Basin (24") (<10') (Furnish and Install)	EA	1	\$ 3,600.00	\$ 3,600.00	\$ 4,718.48	\$ 4,718.48		\$ -
B-25	Concrete Mitered End Section (12") (Furnish and Install)	EA	1	\$ 4,600.00	\$ 4,600.00	\$ 3,114.30	\$ 3,114.30		\$ -
B-26	Concrete Mitered End Section (18") (Furnish and Install)	EA	4	\$ 5,000.00	\$ 20,000.00	\$ 3,705.04	\$ 14,820.16		\$ -
B-27	Concrete Mitered End Section (24") (Furnish and Install)	EA	2	\$ 20,000.00	\$ 40,000.00	\$ 4,188.92	\$ 8,377.84		\$ -

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

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ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
B-28	Concrete Mitered End Section (30") (Furnish and Install)	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 7,599.88	\$ 7,599.88	\$ -	\$ -
B-29	Concrete Mitered End Section (36") (Furnish and Install)	EA	1	\$ 20,000.00	\$ 20,000.00	\$ 9,213.32	\$ 9,213.32	\$ -	\$ -
B-30	Concrete Mitered End Section (12"x18") (Furnish and Install)	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 3,520.31	\$ 7,040.62	\$ -	\$ -
B-31	Concrete Mitered End Section (19"x30") (Furnish and Install)	EA	4	\$ 5,500.00	\$ 22,000.00	\$ 4,180.57	\$ 16,722.28	\$ -	\$ -
B-32	8" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	141	\$ 55.00	\$ 7,755.00	\$ 74.57	\$ 10,514.37	\$ -	\$ -
B-33	10" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	614	\$ 60.00	\$ 36,840.00	\$ 73.96	\$ 45,411.44	\$ -	\$ -
B-34	12" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	303	\$ 65.00	\$ 19,695.00	\$ 75.68	\$ 22,931.04	\$ -	\$ -
B-35	15" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	649	\$ 70.00	\$ 45,430.00	\$ 82.29	\$ 53,406.21	\$ -	\$ -
B-36	18" Storm Sewer (RCP) (Furnish and Install)	LF	1745	\$ 110.00	\$ 191,950.00	\$ 96.55	\$ 168,479.75	\$ -	\$ -
B-37	24" Storm Sewer (RCP) (Furnish and Install)	LF	614	\$ 170.00	\$ 104,380.00	\$ 130.24	\$ 79,967.36	\$ -	\$ -
B-38	30" Storm Sewer (RCP) (Furnish and Install)	LF	145	\$ 200.00	\$ 29,000.00	\$ 182.95	\$ 26,527.75	\$ -	\$ -
B-39	36" Storm Sewer (RCP) (Furnish and Install)	LF	496	\$ 230.00	\$ 114,080.00	\$ 179.03	\$ 88,798.88	\$ -	\$ -
B-40	12"x18" Storm Sewer (ERCP) (Furnish and Install)	LF	46	\$ 140.00	\$ 6,440.00	\$ 196.03	\$ 9,044.98	\$ -	\$ -
B-41	19"x30" Storm Sewer (ERCP) (Furnish and Install)	LF	154	\$ 220.00	\$ 33,880.00	\$ 225.65	\$ 34,750.10	\$ -	\$ -
B-42	Underdrain Type II (12" PVC, Aggregate, Filter Fabric) (Furnish and Install)	LF	698	\$ 130.00	\$ 90,740.00	\$ 129.09	\$ 90,104.82	\$ -	\$ -
B-43	Underdrain Header Pipe (12" PVC) (Furnish and Install)	LF	397	\$ 100.00	\$ 39,700.00	\$ 46.01	\$ 18,265.97	\$ -	\$ -
B-44	Underdrain Cleanouts (Furnish and Install)	EA	26	\$ 1,700.00	\$ 44,200.00	\$ 1,826.96	\$ 47,501.22	\$ -	\$ -
B-45	Concrete Curb and Gutter, Type 'F' (Furnish and Install)	LF	422	\$ 36.00	\$ 15,192.00	\$ 32.15	\$ 13,568.99	\$ -	\$ -
B-46	Concrete Valley Gutter (Furnish and Install)	LF	391	\$ 42.00	\$ 16,422.00	\$ 43.41	\$ 16,974.29	\$ -	\$ -
B-47	Standard Concrete Sidewalk (Including Ramps and Warning Mats), Bench, and Trash Receptacle Core	SY	70	\$ 70.00	\$ 4,900.00	\$ 142.88	\$ 10,001.32	\$ -	\$ -
B-48	Concrete Sidewalk (4" With Thickened Edge) (Furnish and Install)	SY	485	\$ 95.00	\$ 46,075.00	\$ 142.88	\$ 69,294.86	\$ -	\$ -
B-49	Misc. Concrete Pads (6") (Furnish and Install)	SY	417	\$ 100.00	\$ 41,700.00	\$ 102.60	\$ 42,785.45	\$ -	\$ -
B-50	Standard Concrete (6") (Furnish and Install) (Trail Crossing at Access Rd)	SY	236	\$ 100.00	\$ 23,600.00	\$ 102.60	\$ 24,214.31	\$ -	\$ -
B-51	Heavy Duty Concrete (7") (Furnish and Install) (Food Truck Parking Area and Driveway and Concessions)	SY	2326	\$ 135.00	\$ 314,010.00	\$ 107.27	\$ 249,514.67	\$ -	\$ -
B-52	Concrete Rip Rap (At Pond Bottom At MES)	SY	134	\$ 200.00	\$ 26,800.00	\$ 149.36	\$ 20,014.51	\$ -	\$ -
B-53	Wheel Stops	EA	239	\$ 100.00	\$ 23,900.00	\$ 169.20	\$ 40,438.68	\$ -	\$ -
B-54	Three Rail Wood Fence (4 ft) (Furnish and Install) (Along Powell Rd.)	LF	485	\$ 30.00	\$ 14,550.00	\$ 33.84	\$ 16,414.58	\$ -	\$ -
B-55	Tennis Court Construction (Sub-base, Base, Concrete, Painting, Striping)	LS	1	\$ 220,000.00	\$ 220,000.00	\$ 146,261.27	\$ 146,261.27	\$ -	\$ -
B-56	Street Signs and Posts (Furnish and Install)	EA	27	\$ 500.00	\$ 13,500.00	\$ 1,691.94	\$ 45,682.31	\$ -	\$ -
B-57	Wayfinding Signage	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 6,767.75	\$ 6,767.75	\$ -	\$ -
B-58	Painted Pavement Markings (4" White at Parking Stalls) (Furnish and Install)	LF	4338	\$ 1.00	\$ 4,338.00	\$ 1.36	\$ 5,886.67	\$ -	\$ -
B-59	Painted Pavement Markings (6" Blue at ADA Parking Stalls) (Furnish and Install)	LF	216	\$ 1.50	\$ 324.00	\$ 2.70	\$ 583.74	\$ -	\$ -
B-60	Painted Pavement Markings (6" White at ADA Parking Stalls) (Furnish and Install)	LF	264	\$ 1.50	\$ 396.00	\$ 2.70	\$ 713.46	\$ -	\$ -
B-61	ADA Parking Aisle Striping and Handicap Symbol (Painted) (Furnish and Install)	EA	6	\$ 125.00	\$ 750.00	\$ 406.07	\$ 2,436.39	\$ -	\$ -
B-62	Thermoplastic, Std, White, Solid 12"	LF	101	\$ 6.00	\$ 606.00	\$ 6.77	\$ 684.12	\$ -	\$ -
B-63	Thermoplastic, Std, White, Solid, 24"	LF	206	\$ 12.00	\$ 2,472.00	\$ 9.48	\$ 1,952.06	\$ -	\$ -
B-64	Thermoplastic, Standard, White, Arrow	EA	11	\$ 120.00	\$ 1,320.00	\$ 101.52	\$ 1,116.74	\$ -	\$ -
B-65	Thermoplastic, Std-Op, Yellow, Solid, 12"	LF	393	\$ 8.00	\$ 3,144.00	\$ 6.77	\$ 2,661.99	\$ -	\$ -
B-66	Thermoplastic, Std-Op, Yellow, Solid, 6"	LF	1200	\$ 3.00	\$ 3,600.00	\$ 2.70	\$ 3,243.00	\$ -	\$ -
C-1	Remove Existing Inactive 6" Force Main	LF	505	\$ 15.00	\$ 7,575.00	\$ 27.11	\$ 13,688.26	\$ -	\$ -
C-2	Remove Existing 12" Water Main	LF	1011	\$ 17.00	\$ 17,187.00	\$ 29.64	\$ 29,956.84	\$ -	\$ -
C-3	Remove Existing 8" Sanitary Sewer	LF	819	\$ 20.00	\$ 16,380.00	\$ 26.14	\$ 21,408.25	\$ -	\$ -
C-4	Remove Existing Sanitary Sewer Manhole	EA	2	\$ 15,000.00	\$ 30,000.00	\$ 3,166.69	\$ 6,333.37	\$ -	\$ -
C-5	1" Water Service Line (Open Cut or Dir. Drill) (PE) (Furnish and Install)	LF	218	\$ 30.00	\$ 6,540.00	\$ 29.91	\$ 6,520.71	\$ -	\$ -
C-6	4" Water Main (Open Cut) (DI) (Restrained) (Furnish and Install)	LF	180	\$ 100.00	\$ 18,000.00	\$ 104.81	\$ 11,319.48	\$ -	\$ -

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ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
C-7	8" Water Main (Open Cut) (PVC) (Unrestrained) (Furnish and Install)	LF	151	\$ 110.00	\$ 16,610.00	\$ 79.12	\$ 11,947.12	\$	-
C-8	8" Water Main (Open Cut) (PVC) (Restrained) (Furnish and Install)	LF	216	\$ 120.00	\$ 25,920.00	\$ 103.00	\$ 10,506.00	\$	-
C-9	12" Water Main (Open Cut) (PVC) (Unrestrained) (Furnish and Install)	LF	848	\$ 140.00	\$ 118,720.00	\$ 100.44	\$ 85,173.97	\$	-
C-10	12" Water Main (Open Cut) (PVC) (Restrained) (Furnish and Install)	LF	627	\$ 170.00	\$ 106,590.00	\$ 122.21	\$ 76,625.98	\$	-
C-11	4" D.I. Bends (45, 90) (Water Main) (Furnish and Install)	EA	6	\$ 600.00	\$ 3,600.00	\$ 1,148.77	\$ 6,892.62	\$	-
C-12	8" D.I. Bends (45, 90) (Water Main) (Furnish and Install)	EA	5	\$ 850.00	\$ 4,250.00	\$ 1,551.40	\$ 7,756.98	\$	-
C-13	12" D.I. Bends (11.25, 22.5, 45, 90) (Water Main) (Furnish and Install)	EA	7	\$ 1,400.00	\$ 9,800.00	\$ 2,353.69	\$ 16,475.85	\$	-
C-14	12" D.I. Tee (12"x4", 12"x6") (Water Main) (Furnish and Install)	EA	3	\$ 900.00	\$ 2,700.00	\$ 2,787.46	\$ 8,362.39	\$	-
C-15	12" D.I. Wye / Tee (12"x12") (Water Main) (Furnish and Install)	EA	2	\$ 2,200.00	\$ 4,400.00	\$ 3,303.49	\$ 6,606.98	\$	-
C-16	8" D.I. Plug / Cap (Water Main) (Furnish and Install)	EA	1	\$ 1,900.00	\$ 1,900.00	\$ 899.59	\$ 899.59	\$	-
C-17	12" D.I. Plug / Cap (Water Main) (Furnish and Install)	EA	3	\$ 2,000.00	\$ 6,000.00	\$ 1,424.67	\$ 4,274.00	\$	-
C-18	Temporary Jumper Connection (Furnish and Install, Remove)	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 4,439.62	\$ 4,439.62	\$	-
C-19	12" x 1" Service Saddle and Corp. Stop (Furnish and Install)	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 1,075.40	\$ 2,150.80	\$	-
C-20	12" x 8" Tapping Sleeve and Valve (Furnish and Install)	EA	1	\$ 7,000.00	\$ 7,000.00	\$ 9,750.98	\$ 9,750.98	\$	-
C-21	12" x 12" Tapping Sleeve and Valve (Furnish and Install)	EA	2	\$ 10,000.00	\$ 20,000.00	\$ 14,724.07	\$ 29,448.14	\$	-
C-22	Close Valves, Connect to Existing 12" Water Main	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 3,901.40	\$ 3,901.40	\$	-
C-23	1" Gate Valve	EA	2	\$ 700.00	\$ 1,400.00	\$ 1,342.46	\$ 2,684.93	\$	-
C-24	Fire Hydrant Assembly (Furnish and Install)	EA	2	\$ 7,600.00	\$ 15,200.00	\$ 9,328.11	\$ 18,656.22	\$	-
C-25	Blowoff Assembly (Furnish and Install)	EA	2	\$ 2,600.00	\$ 5,200.00	\$ 2,495.68	\$ 4,991.37	\$	-
C-26	Fire Department Connection (4") (Furnish and Install)	EA	1	\$ 9,000.00	\$ 9,000.00	\$ 6,523.43	\$ 6,523.43	\$	-
C-27	Line Stop Assembly, 12" (Furnish and Install) (If Needed)	EA	2	\$ 9,000.00	\$ 18,000.00	\$ 9,900.84	\$ 19,801.69	\$	-
C-28	Install Thrust Collar, Cut and Cap Existing 12" Water Main	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 2,063.91	\$ 4,127.81	\$	-
C-29	Bypass Pumping (Sanitary Sewer)	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 55,508.25	\$ 55,508.25	\$	-
C-30	8" Sanitary Sewer Line (Open Cut) (PVC) (Furnish and Install)	LF	1703	\$ 70.00	\$ 119,210.00	\$ 105.64	\$ 179,903.22	\$	-
C-31	Sanitary Sewer Manhole (Furnish and Install)	EA	7	\$ 18,000.00	\$ 126,000.00	\$ 9,175.06	\$ 64,225.40	\$	-
C-32	Connect to Existing Sanitary Sewer Manhole	EA	2	\$ 2,200.00	\$ 4,400.00	\$ 11,137.73	\$ 22,275.45	\$	-
C-33	4" Backflow Preventer Assembly	EA	1	\$ 7,700.00	\$ 7,700.00	\$	-	\$	-
D-1	Sports Fields Amenities (Base Set, Home Plate, Pitchers Rubber, Dugout Bench, Foul Poles, Batting Cage, Fence Cap, Pickleball Net Posts and Net, Goal Posts, Net Backstop System) (Furnish and Install)	LS	1	\$ 95,000.00	\$ 95,000.00	\$ 188,098.92	\$ 188,098.92	\$	-
D-2	Chain Link Fence - Softball Fields (Vinyl Coated Black) (With Fence Cap) (6-ft) (Furnish and Install)	LF	2120	\$ 65.00	\$ 137,800.00	\$ 50.81	\$ 107,717.20	\$	-
D-3	Chain Link Fence With Windscreen (Vinyl Coated Black) (10-ft) (Furnish and Install)	LF	488	\$ 120.00	\$ 58,560.00	\$ 90.54	\$ 44,183.52	\$	-
D-4	Black Netting Backstop (25' Ht) (Furnish and Install)	LF	400	\$ 500.00	\$ 200,000.00	\$ 281.77	\$ 112,708.00	\$	-
D-5	Pedestrian Chain Link Fence Gate (Vinyl Coated Black) (3-ft Opening, 6-Ft) (Furnish and Install)	EA	4	\$ 3,000.00	\$ 12,000.00	\$ 769.96	\$ 3,079.44	\$	-
D-6	Double Swing Chain Link Fence Gate (Vinyl Coated Black) (12-ft Opening, 6-Ft) (Furnish and Install)	EA	2	\$ 1,200.00	\$ 2,400.00	\$ 1,347.26	\$ 2,694.52	\$	-
D-7	Bahia Sod for Disturbed Areas	SY	63221	\$ 6.00	\$ 379,326.00	\$ 3.50	\$ 221,273.50	\$	-
D-8	Tennis Court Chain Link Fence Gate With Windscreen (Vinyl Coated Black) (4-ft Opening, 10-Ft) (Furnish and Install)	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 769.86	\$ 769.86	\$	-
D-9	Litter Receptacle With Dome Lid	EA	19	\$ 2,200.00	\$ 41,800.00	\$ 2,424.72	\$ 46,069.68	\$	-
D-10	Bench	EA	27	\$ 3,200.00	\$ 86,400.00	\$ 3,592.73	\$ 97,003.71	\$	-
D-11	Drake' Chinese Elm 2.5" Cal., 10' Min. Ht., 4' Min. Sprd.	EA	42	\$ 650.00	\$ 27,300.00	\$ 730.00	\$ 30,660.00	\$	-
D-12	Dahoon Holly 2" Cal., 8' Min. Ht., 4' Min., Sprd	EA	25	\$ 600.00	\$ 15,000.00	\$ 730.00	\$ 18,250.00	\$	-

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID REVIEW BREAKDOWN
DATE: 8/16/2023



ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
D-13	Red Maple 3" Cal., 10' Min. Ht., 5' Min. Sprd	EA	21	\$ 450.00	\$ 9,450.00	\$ 880.00	\$ 18,480.00	\$ -	\$ -
D-14	Muskogee Crape Myrtle 8' Min. Ht., 4' Min. Sprd.	EA	37	\$ 400.00	\$ 14,800.00	\$ 530.00	\$ 19,610.00	\$ -	\$ -
D-15	Cathedral Oak 6" Cal., 20' Min. Ht., 10' Min. Sprd.	EA	26	\$ 2,000.00	\$ 52,000.00	\$ 2,380.00	\$ 61,880.00	\$ -	\$ -
D-16	Live Oak 3" Cal., 12' Min. Ht., 6' Min. Sprd.	EA	50	\$ 800.00	\$ 40,000.00	\$ 880.00	\$ 44,000.00	\$ -	\$ -
D-17	Twilight Crape Myrtle 8' Min. Ht., 4' Min. Sprd.	EA	41	\$ 350.00	\$ 14,350.00	\$ 530.00	\$ 21,730.00	\$ -	\$ -
D-18	Dynamite Crape Myrtle, 8' Min. Ht., 4' Min. Sprd.	EA	22	\$ 375.00	\$ 8,250.00	\$ 530.00	\$ 11,660.00	\$ -	\$ -
D-19	Black Diamond Crape 8' Min. Ht., 4' Min. Sprd.	EA	3	\$ 400.00	\$ 1,200.00	\$ 530.00	\$ 1,590.00	\$ -	\$ -
D-20	Natchez Crape Myrtle 8' Min. Ht., 4' Min. Sprd.	EA	24	\$ 360.00	\$ 8,640.00	\$ 530.00	\$ 12,720.00	\$ -	\$ -
D-21	Cabbage Palm 16' - 26' Ct., Vary Heights, 32 Slick Trunks, 15' O.C. Where Clustered	EA	32	\$ 400.00	\$ 12,800.00	\$ 980.00	\$ 31,360.00	\$ -	\$ -
D-22	Silver Palmetto, 1 Gal., Full, 24" O.C.	EA	96	\$ 30.00	\$ 2,880.00	\$ 75.50	\$ 3,168.00	\$ -	\$ -
D-23	Cord Grass, 1 Gal., Full, 24" O.C.	EA	692	\$ 25.00	\$ 17,300.00	\$ 54.50	\$ 8,304.00	\$ -	\$ -
D-24	Swamp Sunflower, 1 Gal., Full, 24" O.C.	EA	76	\$ 30.00	\$ 2,280.00	\$ 54.50	\$ 912.00	\$ -	\$ -
D-25	Soft Rush, 1 Gal., Full, 24" O.C.	EA	217	\$ 23.00	\$ 4,991.00	\$ 54.50	\$ 11,826.50	\$ -	\$ -
D-26	Pickereelweed, 1 Gal., Full, 24" O.C.	EA	388	\$ 25.00	\$ 9,700.00	\$ 54.50	\$ 21,146.00	\$ -	\$ -
D-27	Bermuda 419 Grass (Baseball Fields and Soccer Field)	SY	47413	\$ 8.00	\$ 379,304.00	\$ 7.29	\$ 345,640.77	\$ -	\$ -
D-28	Baseball Infield Clay	SY	4319	\$ 30.00	\$ 129,570.00	\$ 30.16	\$ 148,205.27	\$ -	\$ -
D-29	Irrigation	LS	1	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,009,590.92	\$ 1,009,590.92	\$ -	\$ -
D-30	Seed and Mulch	SY	3394	\$ 2.00	\$ 6,788.00	\$ 4.23	\$ 14,356.62	\$ -	\$ -
E-1	Basketball Court Pre-Engineered Roof and Columns (Furnish and Install)	LS	1	\$ 1,300,000.00	\$ 1,300,000.00	\$ 585,599.58	\$ 585,599.58	\$ -	\$ -
E-2	Basketball Hoop Structures and Hoops (Furnish and Install)	LS	1	\$ 38,000.00	\$ 38,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -
E-3	Basketball Court Furnishings (Bleachers, Benches, Tables, Water Fountains) (Furnish and Install)	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 106,462.40	\$ 106,462.40	\$ -	\$ -
E-4	Basketball Court Floor and Foundation Including Column Footers (Furnish and Install)	LS	1	\$ 250,000.00	\$ 250,000.00	\$ 197,652.50	\$ 197,652.50	\$ -	\$ -
E-5	Riser Room Outside Basketball Courts (Furnish and Install)	LS	1	\$ 80,000.00	\$ 80,000.00	\$ 44,455.71	\$ 44,455.71	\$ -	\$ -
E-6	Basketball Courts Fire Protection System (Furnish and Install)	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 57,739.83	\$ 57,739.83	\$ -	\$ -
E-7	Basketball Courts Plumbing (Water and Sewer) (Furnish and Install)	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 19,246.62	\$ 19,246.62	\$ -	\$ -
E-8	Racquetball Court Block Walls, Door, Beams, Roof, and Foundation (Furnish and Install)	LS	1	\$ 130,000.00	\$ 130,000.00	\$ 276,659.35	\$ 276,659.35	\$ -	\$ -
E-9	Racquetball Court Floor (Furnish and Install)	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 18,464.00	\$ 18,464.00	\$ -	\$ -
F-1	Electrical Panels and Field Lighting Cabinet, Service Rack, Power Rack (Furnish and Install)	LS	1	\$ 225,000.00	\$ 225,000.00	\$ 23,857.40	\$ 23,857.40	\$ -	\$ -
F-2	Misc. Electrical Including Conduit, Wire, and Appurtenances (Furnish and Install)	LS	1	\$ 70,000.00	\$ 70,000.00	\$ 273,179.98	\$ 273,179.98	\$ -	\$ -
F-3	Transformer - Coordinate With Duke Energy (Duke Energy to Install Transformer, Pad, Conduits, Pedestal and Appurtenances)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,924.66	\$ 1,924.66	\$ -	\$ -
F-4	Parking Lot Lights - Coordinate With Duke Energy (Duke Energy to furnish and install parking lot lights including poles, fixtures, foundation, connecting conduits, wires etc.)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,924.66	\$ 1,924.66	\$ -	\$ -
F-5	Street Lights - Coordinate With Duke Energy (Duke Energy to furnish and install parking poles, fixtures, foundation, connecting conduits, wires Etc.)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,924.66	\$ 1,924.66	\$ -	\$ -
F-6	Community Center Area Lights - Coordinate with Duke Energy - Duke Energy to furnish and install new fixtures (the new fixtures are to match those proposed with the internal roadway network).	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,924.66	\$ 1,924.66	\$ -	\$ -
F-7	Single point connection for concession stand, fed from panel lpc-2,4. Verify exact location with owner for power source to enter the Concession stand. Provide 120/208v, 3 ph, 125a load center and coordinate load Locations with the City.	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,849.32	\$ 3,849.32	\$ -	\$ -
F-8	Furnish and install 20a, weather proof gfc receptacle in each Dugout. Coordinate with the City on the exact location. Receptacles to be Fed out of panel lpc, (ckt-1).	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 3,400.23	\$ 3,400.23	\$ -	\$ -
F-9	Basketball Court Electrical and Lighting, Control Boxes, Etc. (Furnish and Install)	LS	1	\$ 95,000.00	\$ 95,000.00	\$ 102,969.27	\$ 102,969.27	\$ -	\$ -

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID REVIEW BREAKDOWN
DATE: 8/16/2023



ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
F-10	Tennis Court Electrical and Lighting Control Boxes, Etc. (Furnish and Install)	LS	1	\$ 85,000.00	\$ 85,000.00	\$ 101,108.86	\$ 101,108.86		\$ -
TOTALS					\$ 14,275,634.70		\$ 10,903,800.58		\$ 11,192,615.00

BID ALTERNATES

ALT-1	Concrete Ribbon Curb	LF	6050	\$ 30.00	\$ 181,500.00	\$ 27.50	\$ 166,375.00	\$ 41.00	\$ 248,050.00
ALT-2	Three Rail Wood Fence (4 ft) (Furnish and Install) (Onsite Between the Grass Parking area and the new Trail)	LF	564	\$ 32.00	\$ 18,048.00	\$ 15.00	\$ 8,460.00	\$ 32.00	\$ 18,048.00
BID ALTERNATE TOTALS					\$ 199,548.00		\$ 174,835.00		\$ 266,098.00

BID CATEGORY BREAKDOWN

A	General			\$ 2,595,850.00	\$ 1,874,068.58	\$ 1,000,000.00
B	Earthwork, Roads, Parking Lots, & Stormwater			\$ 5,599,113.70	\$ 3,770,562.78	\$ 3,000,000.00
C	Water & Sewer Construction			\$ 746,282.00	\$ 753,137.10	\$ 1,000,000.00
D	Hardscape, Landscape, & Irrigation			\$ 2,771,389.00	\$ 2,658,688.43	\$ 3,000,000.00
E	Architectural, Fire Protection, & Plumbing			\$ 2,055,000.00	\$ 1,331,279.99	\$ 2,000,000.00
F	Electrical			\$ 508,000.00	\$ 516,063.70	\$ 1,192,615.00
ALT	Bid Alternates			\$ 199,548.00	\$ 174,835.00	\$ 266,098.00
TOTALS INCLUDING BID ALTERNATES				\$ 14,475,182.70	\$ 11,078,635.58	\$ 11,458,713.00

LEGEND

\$ 100.00	= Lowest price for a bid item or category.
\$ 100.00	= Total price is not a direct multiple of the unit price.
\$ -	= Item or unit price is not specifically listed in the bid.
\$ 100.00	= Total price was provided based on incorrect quantity.
\$ 100.00	= Total price differs substantially from unit price multiplied by item quantity.

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID DOCUMENT CHECKLIST
DATE: 8/16/2023



		 CARR & COLLIER, INC.	 EARTHSCAPES UNLIMITED, INC.	 MARK COOK BUILDERS, INC.
SECTION #	DOCUMENT DESCRIPTION			
00410	PROPOSAL (BID FORM)	☒	☒	☒
00420	BID BOND FORM	☒	☒	☒
00430	TRENCH SAFETY FORM	☒	☒	☐
00432	NON COLLUSION AFFIDAVIT	☒	☒	☒
00434	CONFLICT OF INTEREST AFFIDAVIT	☒	☒	☒
00436	FLORIDA STATUTES ON PUBLIC ENTITY CRIMES AFFIDAVIT	☒	☒	☒
00438	COMPLIANCE WITH THE PUBLIC RECORDS LAW AFFIDAVIT	☒	☒	☒
00440	BIDDER INFORMATION AND AFFIDAVIT	☒	☒	☒
00450	CERTIFICATION OF NON-SEGREGATED FACILITIES FORM	☒	☒	☒
00452	DISPUTES DISCLOSURE FORM	☒	☒	☒
00454	DRUG FREE WORKPLACE FORM	☒	☒	☒
00455	CERTIFICATION REGARDING NON-SCRUTINIZED COMPANIES	☒	☒	☒
00456	UNAUTHORIZED ALIEN WORKERS AFFIDAVIT	☒	☒	☒
00458	E-VERIFY COMPLIANCE AFFIDAVIT	☒	☒	☒
00460	AMERICANS WITH DISABILITIES ACT AFFIDAVIT	☒	☒	☒
00462	EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION	☒	☒	☒
00463	CERTIFICATION REGARDING DEBARMENT	☒	☒	☒
00465	SCHEDULE OF PROPOSED SUBCONTRACTORS	☒	☒	☐
N/A	W-9 IDENTIFICATION NUMBER & CERTIFICATION	☒	☒	☐
N/A	GENERAL CONTRACTING LICENSE	☒	☒	☒
N/A	UNDERGROUND UTILITY & EXCAVATION CERTIFICATION	☒	☐	☐
N/A	IRRIGATION CONTRACTOR LICENSE	☐	☒	☐
N/A	CERTIFICATE OF LIABILITY INSURANCE	☒	☐	☐

LEGEND

- ☐ = Document not provided
- ☐ 0 = Document provided in an incomplete or unsatisfactory format
- ☒ X = Document provided in a complete and acceptable format



CPH BID NOTES & RECOMMENDATION
DATE: 8/16/2023

CARR & COLLIER, INC. BID NOTES

1. Most complete bid, with no noted exclusions or discrepancies.
2. All quantities match the most recent Addendum and indicate attention to Addendum changes.
3. The bid prices are particularly high with respect to mobilization, demolition, and earthwork.
4. This bid is the highest cost of the 3 bids being considered; exactly \$3,312,876.37 more than the lowest bid.
5. This bidder was the most inquisitive and responsive during the "out-to-bid" process.

EARTHSCAPES UNLIMITED, INC. BID NOTES

1. The provided bid total (\$10,980,578.33) does not match the sum of the item price totals (\$10,903,800.58).
2. A total of 35 bid item price totals are not exact multiples of the unit price, though usually within a few dollars.
3. A total of 3 bid item price totals used an incorrect quantity, resulting in an expected net increase of \$1,344.09.
4. A total of 3 bid item price totals differ significantly from being a multiple of the unit price, resulting in an expected net increase of \$36,720.00. All 3 of these items were related to landscaping.
5. A 4" backflow preventor assembly was omitted from the bid. This item carries an anticipated cost between \$7,000 and \$9,500.
6. This bid is the lowest cost of the 3 bids, even considering omissions and errors. This bidder was also the lowest on bid alternate items.
7. This bidder provided competitive pricing across all categories.
8. This bidder was active and responsive throughout the "out-to-bid" process.
9. General contractor for adjacent Parkview (A.K.A. Juliette) site.

MARK COOK BUILDERS, INC. BID NOTES

1. Unit prices were not provided for all but 4 items in the bid package.
2. This bid is the 2nd lowest cost of the 3 bids considered; exactly \$212,036.67 more than the lowest bid.
3. This bidder provided the highest cost for bid alternate items; \$91,263.00 more than the lowest price.
4. CPH has no direct record of contact with this bidder during the "out-to-bid" process.
5. This bidder was substantially lowest for mobilization, demolition, earthwork, and paving costs. However, they were also substantially highest for water, sewer, and electrical costs.

CPH FINAL RECOMMENDATION

CPH recommends **Earthscapes Unlimited, Inc.** as the lowest responsive and responsible bidder. Earthscapes Unlimited, Inc. provided all required bid documents to demonstrate their capability and intent to perform the project scope. **The errors and omissions noted in the provided bid package have been deemed as relatively minor and would not result in a new lowest bidder, if corrected. Additionally, Earthscapes Unlimited, Inc. presents the added benefit of having been the general contractor on the adjacent Parkview (A.K.A. Juliette) site and should be able to mobilize most efficiently. They are also expected to have first-hand knowledge of the construction of the joint-use stormwater pond, which will also serve the Millennium Park site.**

THE CONSTRUCTION LAW FIRM

ATTORNEYS AND COUNSELORS

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November 6, 2023

VIA ELECTRONIC MAIL (jbarnes@wildwood-fl.gov)

City of Wildwood
c/o Jessica Barnes, City Clerk
100 N. Main St.
Wildwood, FL 34785

FORMAL WRITTEN PROTEST

**RE: City of Wildwood, FL (“City”) Project/Bid Number ITB-2023-17;
Millennium Park - Phase 1 & 2 (“Project/Contract”)**
**Subject: Carr & Collier, Inc. Formal Written Protest of October 24, 2023 Notice
of Intent to Award to Blackwater Construction Services, LLC**

Dear Madam Clerk:

As previously advised, this firm has the privilege of representing Carr & Collier, Inc. (“CCI”) with respect to the above-referenced matter.

Pursuant to, *inter alia*, Section 1 of the Appeal Procedures under the City of Wildwood’s Purchasing Policy’s (“Purchasing Policy”), please accept this as CCI’s formal written protest with respect to the City’s October 24, 2023 notice of intent to award the Project/Contract (the City’s “Decision”) to Blackwater Construction Services, LLC (“Blackwater”), as published on DemandStar. CCI’s notice of intent to protest was timely filed/furnished on October 25, 2023. See Exhibit 1 hereto, which is incorporated herein by this reference. Additionally, CCI’s required bid protest fee has previously been furnished to the City and receipt thereof has been acknowledged by the City. See Exhibit 2 hereto.

CCI protests the City’s Decision, respectfully requests that it be reconsidered, vacated, withdrawn, reversed, and/or rescinded, and requests that the Project/Contract be awarded to CCI, for the following reasons.

I. SALIENT REQUIREMENTS OF THE BID DOCUMENTS

The Project/Contract’s Instructions to Bidder[s] require at Section 1.13 thereof that each bidder submit, with its bid, certain specified bid security, as follows:

1.13 Bid Security

A. Provide a bid security in the form of a certified check or bid bond. Bid security shall be payable without condition to the Owner, as a guaranty that the Bidder, if awarded the Contract, will promptly execute the Agreement in accordance with the Bidding Documents, and will furnish all bonds and insurance as required. If Bid Bond is provided it shall be provided using the form included in

section 00420 and shall be provided by a surety company authorized to do business in the State of Florida. The amount of the Bid Security shall be as follows:

1. Construction Projects where the Maximum Bid Price is \$60,000 or greater: Bid Security shall be in an amount equal to at least 5% of the Maximum Bid Price (Base Bid Plus Alternates).

2. Construction Projects where the Maximum Bid Price is less than \$60,000: Bid Security shall be in an amount equal to at least 10% of the Maximum Bid Price (Base Bid Plus Alternates).

B. If for any reason the Bidder withdraws his Bid after Bid Opening or fails to execute an Agreement or to provide the specified bonds, insurance, and insurance certification, such Bidder shall be in default. The defaulting Bidder and his surety shall pay to the Owner all costs incurred by the Owner for procuring the performance of the work required by the Bidding Documents which exceed the amount of his Bid, including engineering and legal costs, not to exceed the amount of the bid security.

...

Further along, the Project/Contract's Instructions to Bidder[s] provide at Section 1.17 thereof that the bidder's submission of the required bid security is a determinant or measure of that bidder's responsiveness, as follows:

1.17 Responsiveness Requirements

A. *All Bidders are required to be responsive. Failure to meet any of the responsiveness requirements set forth herein may result in the Bidder being judged non-responsive.*

B. *To be judged responsive, the Bidder shall execute, and return the following forms and required information with the Bid:*

Section	Form / Information
...	
---	<i>Bid Security in Accordance with the Instructions to Bidder</i>
...	

Emphasis added. The foregoing essentially mirrors the acknowledgment required by Section 1.05 of the Instructions to Bidder[s]:

1.05 Miscellaneous Requirements and Affirmations

...

B. The Bidder acknowledges the receipt, execution, and return of the following forms and required information with the Bid (the Bidder is to fill out the far right column in the below Table):

Section	Form / Information	Submitted by Bidder with Bid (Y/N)
...		
---	<i>Bid Security in Accordance with the Instructions to Bidder</i>	
...		

Emphasis added. The bid documents also specify the required form of any bid form submitted as a bidder's bid security. *See* Project Manual Section 00420, "Bid Bond Form."

Additional provisions of the bid documents are or may be set forth below, in context.

II. FACTUAL/PROCEDURAL BACKGROUND

The City received only two bids for the Project/Contract—one from Blackwater, and one from CCI. *See* Exhibit 3 hereto.

Blackwater's bid, however, did not include the bid security required by the bid documents, as discussed in the preceding section. *See* Exhibit 4 hereto. That omission from Blackwater's bid is expressly noted by the City's engineer, CPH, in its "Bid Review Breakdown, Bid Notes, and Recommendation" that constitutes the City's Decision now protested. *See* Exhibit 5 hereto.

Both the City and CPH knew and acknowledged that omission of the required bid security from Blackwater's bid rendered it nonresponsive, which resulted in the City's and CPH's improper post-bid attempts to get Blackwater to impermissibly satisfy that requirement after the fact, as evidenced by, *inter alia*, the following email exchanges:

- October 3, 2023 3:25 PM CPH (Mr. Fitzgerald) email to the City: "...We are just awaiting a response to a question from one of the bidders prior to finalizing our recommendation letter."
- October 6, 2023 7:39 AM City (Mr. Rigwood) email to CPH: "Did CPH reach out to Blackwater to provide the documents they missed in their bid? The bid bond form..., etc."

- October 6, 2023 8:10 AM CPH (Mr. Fitzgerald) email to the City: “Yes, we got in touch with Derek Dykes at Blackwater about providing the requested documents. Derek stated the documents would be provided in short order. That was on Tuesday so we will follow up this morning.”
- October 6, 2023 8:12 AM City (Mr. Rigwood) email to CPH: “Thank you. Maybe we should have given Blackwater a deadline to provide the documents. Please reach out and give them by 12:00 p.m. on Monday (10/9).”
- October 6, 2023 10:39 AM CPH (Mr. Fitzgerald) email to the City: “Quick update: Blackwater Construction Services was made aware this morning that the requested documents have a deadline of Monday (10/9) at 12:00 PM. We will forward the documents along as soon as they are received.”
- October 11, 2023 2:18 PM CPH (Mr. Fitzgerald) email to the City: “I followed up with Derek Dykes at Blackwater Construction Services and they were ultimately unable to secure a bid bond on the Millennium Park project. The surety declined to issue them a bid bond on the grounds that the bid package was already submitted.”

So, even though, under applicable Florida law relating to competitive bidding squarely prohibits a contracting agency’s permitting a bidder to cure material omissions from its bid by way of supplementation after the fact, that issue does not exist here because, ultimately, Blackwater was unable to cure that defect in its bid. However, the foregoing exchange is nevertheless relevant because it affirmatively demonstrates that both the City and CPH were fully aware that, without the supplementation they sought, Blackwater’s bid would remain non-responsive and thus would have to be rejected as such.

Additional facts may be set forth below, in context.

III. LAW AND ARGUMENT

In the public procurement and funding context, a contracting agency cannot modify or change the criteria for bid award after the bids are submitted in a manner that favors one bidder over the other bidders. *See, e.g., Central Florida Equip. Rentals of Dade County, Inc. v. Lowell Dunn Co.*, 586 So.2d 1171 (Fla. 3^d DCA 1991); *City of Opa-locka v. Trustees of the Plumbing Industry Promotion Fund*, 193 So.2d 29 (Fla. 3^d DCA 1966); *City of Miami Beach v. Klinger*, 179 So.2d 864, 866 (Fla. 3^d DCA 1965).¹ Where, in making a procurement decision, the contracting agency fails to follow its own standards (or its decision is otherwise not governed by a fixed rule

¹ CCI assumes that the City has access to all cases cited herein; *however*, CCI will provide copies thereof upon request therefor.

or standard), that decision is arbitrary. *See, e.g., Youth Crime Watch of America v. Dept. of Health and Rehabilitative Svcs.*, 619 So. 2d 405, 406 (Fla. 3^d DCA 1993); *Procacci v. Dept. of Health and Rehabilitative Svcs.*, 603 So. 2d 1299, 1300 (Fla. 1st DCA 1992).

Here, the City failed to follow its own standards for evaluating the Project/Contract bids.

As noted in Section I above, the Project/Contract's bid documents require that, in order to be responsive, a bid must include the specified bid security when the bid is submitted. CCI's bid did, but Blackwater's bid did not and, as a result, the latter is non-responsive and must be rejected under the above-cited authorities.

That conclusion is further supported by both the Project/Contract's bid documents and the City's Purchasing Policy. For instance, Section 1.16(B) of the Instruction to Bidder[s] states that "...the Contract will be awarded by the Owner...to the *responsive*, responsible Bidder...". Emphasis added.

The Purchasing Policy provides similarly:

"Awards shall be made to the lowest responsive and responsible bidder or offeror..."

Procurement Policy at Section entitled "Formal Bid Procedures," §.3; emphasis added.

Rejection of Bids...Only bids from responsive and responsible bidders are to be considered. A responsive bidder is one who has submitted a bid, which conforms in all material respects to the bid terms, conditions, and specifications.

Id. at §.4; emphasis added.

Those commitments are consistent with the City's procurement goals and ethics, as set forth in the Purchasing Policy, *e.g.*:

"The goals of the Purchasing Policy are to...[e]nsure fair and open competition among bidders; ..."

Procurement Policy at Section entitled "Goals of These Policies and Procedures." The Procurement Policy goes on to state that:

The City is committed to a purchasing process which fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. The policy of the City is no City employee shall engage in any act which is in conflict with fair and open competition, or creates an appearance of unfairness, during the performance of official duties.

- The City will avoid unfair practices by *granting all competitive respondents equal consideration* as required by State, Federal, and City regulations.
- The City will conduct business in good faith; demanding honesty and ethical practices from all participants in the purchasing process.
- The City will promote positive respondent and contract relationships by affording respondent representatives courteous, fair, and ethical treatment.
- The City will make every reasonable effort to negotiate equitable and mutually agreeable settlements of controversies with a respondent.

Procurement Policy at Section entitled “Ethics.”

Those City commitments are also consistent with Florida law governing competitive bidding, one time-honored axiom of which is that irregularities in a bid proposal are minor, technical, or waivable they give one bidder a competitive advantage not enjoyed by other bidders. *See, e.g., Liberty County v. Baxter’s Asphalt & Concrete*, 421 So. 2d 505 (Fla. 1982); *Overstreet Paving Co. v. Dept. of Transp.*, 608 So. 2d 851, 853 (Fla. 2d DCA 1992); *Intercontinental Properties, Inc. v. Dept. of Health*, 606 So. 2d 380 (Fla. 3d DCA 1992).

The purpose of requiring a bid bond is to ensure that the successful bidder will enter into the contract for the project. *See, e.g., City of Wildwood v. Gibbs & Register, Inc.*, 694 So. 2d 763, 766 (Fla. 5th DCA 1997). Without the bid security required by the Project/Contract’s bid documents, the City has no assurance that a contract will be formed. If no contract is formed, the Project/Contract would have to be rebid, which would cost the City both in delay and administrative expense. As the court in Wildwood further explained:

[A bid bond] provides that a certain amount of money will be paid in the event that a successful bidder on a public project fails to enter into a formal contract; it is a type of liquidated damages and it represents an added incentive to discourage the withdrawal of bids.

Id. (quoting John Alan Appleman, Insurance Law and Practice § 5831 (1st ed. 1941)); *see also Robinson Electrical Co., Inc. v. Dade County*, 417 So. 2d 1032, 1034 (Fla. 3^d DCA 1982).

Bid security has been repeatedly held to be a critical and crucial component of a responsive bid, and the omission of required bid security from a bid has likewise been held to confer, as a matter of law, a competitive advantage upon that bidder. *See, e.g., Florida Blacktop, Inc. v. Dept. of Transp.*, Case No. 02-2187BID, ¶ 16 (DOAH August 6, 2002) (Final Order September 13, 2002, adopting Recommended Order); *Phoenix Mowing and Landscaping, Inc. v. Dept. of Transp.*, Case No. 01-0371BID, (DOAH April 25, 2001) (Final Order May 21, 2001, adopting Recommended Order.).

As a result, bid security requirements are strictly construed, *id.*, and, accordingly, bids have routinely been rejected as non-responsive where, *e.g.*, they do not properly identify the project do not properly identify the bond principal, omit a corporate seal, are tendered in the form of business (rather than certified) checks, *etc.* See, *e.g.*, respectively, Quinn Constr., Inc. v. Dept. of Transp., Case No. 95-0564 (Fla. DOAH Apr. 26, 1995); LinderFunk-Fregley-Oertel Interest v. Dept. of Corrections, Case No. 93-0875BID (DOAH June 28, 1993); Neel Mechanical Contractors v. Fla. A&M Univ., Case No. 99-3424 (Fla. DOAH January 26, 2001); Phoenix Mowing. Obviously, if submission of defective or non-conforming bid security renders a bid non-responsive, then certainly complete omission of such security does likewise.

IV. CONCLUSIONS; RELIEF REQUESTED

Based upon the foregoing, Blackwater's bid is non-responsive and must be rejected. CCI therefore requests that the City grant this protest and reconsider, vacate, withdraw, reverse, and/or rescind the City's Decision, and that the Project/Contract be awarded to CCI, as the low responsive and responsible bidder for the Contract/Project.

Respectfully submitted,



Bryan L. Capps, Esq.

BLC/st

cc:

Jason McHugh, City Manager, jmchugh@wildwood-fl.gov
Joshua Bills, City Attorney, joshua@huntlawpa.com

Exhibit 1

Bryan L. Capps

From: Bryan L. Capps <bcapps@theconstructionlawfirm.com>
Sent: Wednesday, October 25, 2023 5:24 PM
To: 'spatterson@wildwood-fl.gov'; 'jmchugh@wildwood-fl.gov'; 'ashley@huntlawpa.com'; 'Bills, Joshua'
Cc: 'Carr & Collier Estimating'; 'Dianne Woods'; 'reynoldsholiman@gmail.com'
Subject: RE: Agenda Item for 10/23 Meeting - Millenium Park Phase 1 & 2 (rebid) ; Public Records Requests
Attachments: Recommendation of Award - 10-24-23.pdf; City Commission Agenda Packet (excerpt 10.23.23.pdf

Madam Clerk/Ms. Patterson:

Pursuant to the City of Wildwood's Purchasing Policy's "Appeal Procedures," ¶. 1, please see and accept the below as Carr & Collier, Inc.'s ("CCI") "written notice of intent to file a protest" with respect to the City's Millenium Park Phase 1 & 2 Project/Contract.

CCI received notice of, and downloaded, the attached, which we construe to be and are treating as the notice/document (the "bid tabulation" referenced in Appeal Procedures, ¶.1) triggering CCI's rights/obligations under those protest/appeal procedures. If, however, some other document is forthcoming or hereafter issued which the City contends or will contend constitutes the trigger for CCI's rights/obligations, *e.g.*:

- a City "intended decision" as referenced in the Policy's Appeal Procedures section at ¶. 1.;
- a City "notice of award recommendation" as referenced in the Policy's Appeal Procedures section at ¶. 2.;
- a City "procurement decision or award recommendation" as referenced in the Policy's Appeal Procedures section at ¶. 5.;
- a City "award recommendation" as referenced in the Policy's Appeal Procedures section at ¶. 6.;
- a City "notice of intended decision" as referenced in the Policy's Public Records section; or,
- a City Manager "Notice of Intent to Award," the approval, authorization, and execution of which is referenced in the Agenda for the City Council's 10/23/2023 meeting on Monday night (see attached excerpt);

then (1) CCI respectfully requests that the City so advise (and provide a copy thereof), and (2) CCI respectfully reserves its right to recalculate the timing of/for its protest rights/obligations from that document instead.

Pursuant to ¶. 1 of the Policy's Appeal Procedures section:

- CCI's formal written protest will follow within ten days.
 - Because the tenth day (11/4/2023) falls on a Saturday (and subject to the preceding paragraph), we are calendaring the following Monday (11/6/2023) as the actual deadline for CCI's formal written protest.
- CCI is in the process of issuing/securing the required protest fee payment, which, according to the referenced Policy section, will accompany CCI's "written protest," not its/this "notice of intent to file a protest."

Please acknowledge receipt hereof and advise of any issue/problem with respect hereto, absent which we will assume that the City accepts this notice as compliant with the Policy's Appeal Procedures, and that there is no dispute regarding any of the foregoing.

Thank you all, and have a great evening.

Bryan L. Capps, Esq.

|

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🌐 www.theconstructionlawfirm.com
Offices: Orlando



From: Bryan L. Capps <bcapps@theconstructionlawfirm.com>

Sent: Tuesday, October 24, 2023 1:17 PM

To: 'jmchugh@wildwood-fl.gov' <jmchugh@wildwood-fl.gov>; 'ashley@huntlawpa.com' <ashley@huntlawpa.com>

Cc: 'Carr & Collier Estimating' <Estimate@carrandcollier.com>; 'Dianne Woods' <dwoods@carrandcollier.com>;

'reynoldsholiman@gmail.com' <reynoldsholiman@gmail.com>

Subject: RE: Agenda Item for 10/23 Meeting - Millenium Park Phase 1 & 2 (rebid) ; Public Records Requests

Messrs. McHugh and Hunt:

Yes, Carr & Collier, Inc. ("CCI") intends to protest the City's decision/intent to award the Project contract to Blackwater. To that end, and pursuant to, *inter alia*, Fla. Stat. Ch. 119, please promptly furnish us with a copy of the "City policy" to which you refer below so that we may undertake timely compliance therewith.

Additionally, please promptly furnish us with the following:

- True and correct copies of any and all documents or records created, modified, sent, received, forwarded, copied, blind copied, shared, transmitted ,or otherwise communicated between September 1, 2023and the present and:
 - constituting any and all communications whatsoever between the City and Blackwater or its agents, attorneys, representatives, *etc.*;
 - constituting communications between the City, CPH, any other person or third party, or any two or more of the foregoing, relating to the Project;
 - constituting or relating to evaluations of, or recommendations regarding, the Project bids or bidders, including but not limited to their respective, collective, or relative responsiveness or responsibility;
 - relating to Blackwater's failure to have included bid security with its Project bid;
 - relating to any other actual, ostensible, or potential defects or deficiencies in, or omissions from, Blackwater's bid or any actual, ostensible, or potential noncompliance of Blackwater's bid with the Project's bid documents or with applicable competitive bidding law.

We attach our standard public records request specification, which complements the foregoing public records request.

Finally, please confirm in writing that Ashley is the "City Attorney" referenced below.

We and CCI look forward to working with the City toward a prompt and proper resolution of the Project bid issues. Thank you.

Bryan L. Capps, Esq.
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☎ (407) 674-0674
☎ (407) 808-0098
✉ bcapps@theconstructionlawfirm.com



From: Jason McHugh <jmchugh@wildwood-fl.gov>
Sent: Tuesday, October 24, 2023 10:03 AM
To: Dianne Woods <dwoods@carrandcollier.com>
Subject: RE: Agenda Item for 10/23 Meeting - Millenium Park Phase 1 & 2 (rebid)

Good Morning Ms. Woods:

Thank you for your email and your concern regarding the project. I consulted with the City Attorney's office regarding this issue prior to the agenda item being prepared.

Last night the City Commission authorized the Public Works Department to provide the Notice of Intent to Award the bid to the lowest bidder, Blackwater. I anticipate that notice will be placed on DemandStar by the end of the day today.

Please let me know if Carr and Collier intend to object to the bid pursuant to City policy.
Regards,



Jason F. McHugh, CPM, AICP
City Manager

352.330.1330 x125
jmchugh@wildwood-fl.gov
www.wildwood-fl.gov

From: Dianne Woods <dwoods@carrandcollier.com>
Sent: Monday, October 23, 2023 1:33 PM
To: Jason McHugh <jmchugh@wildwood-fl.gov>
Subject: Agenda Item for 10/23 Meeting - Millenium Park Phase 1 & 2 (rebid)

*****CAUTION:** This email originated from outside of the city. Do not click on any links or open any attachments unless you recognize the sender and are certain the content is safe.***

Mr. McHugh –

We want to call attention to the pages from the Agenda Packet for tonight's meeting. It is very concerning that the company being recommended for award is considered "at risk for the City of Wildwood..." by your consulting engineer. We are requesting that the City Attorney be advised well in advance of tonight's meeting of this weighty decision. The fact that the City waived their irregular bid by not requiring a Bid Security, which was required in the bidding documents, is a cause for concern for all interested parties.

Dianne Woods
Carr & Collier Inc.
2864 W. Main Street

Leesburg, FL 34748

(352) 764-3700

dwoods@carrandcollier.com



Exhibit 2

Bryan L. Capps

From: Jason McHugh <jmchugh@wildwood-fl.gov>
Sent: Tuesday, October 31, 2023 8:05 AM
To: bcapps@theconstructionlawfirm.com; 'Bills, Joshua'; ashley@huntlawpa.com; Gabriella Ascione
Cc: 'Carr & Collier Estimating'; reynoldsholiman@gmail.com; 'Julien Duytsche'; Cassandra Smith
Subject: RE: Bid Protest Meeting: Millenium Park Phase I and II Re-bid

Mr. Capps:

My apologies for the confusion on the protest meeting date. We received a check covering the Bid Protest Fee from Carr and Collier and jumped the gun scheduling the protest meeting. You are correct the formal written protest is not due until November 6, and therefore, the protest meeting will be scheduled after receipt of the written protest.

My office will advise the parties of the protest meeting date and time upon receipt of the protest. We will also hold the Bid Protest Fee until the process has concluded.

Regards,



Jason F. McHugh, CPM, AICP
City Manager

352.330.1330 x125
jmchugh@wildwood-fl.gov
www.wildwood-fl.gov

From: Bryan L. Capps <bcapps@theconstructionlawfirm.com>
Sent: Monday, October 30, 2023 5:58 PM
To: 'Bills, Joshua' <joshua@huntlawpa.com>; ashley@huntlawpa.com; Jason McHugh <jmchugh@wildwood-fl.gov>; Gabriella Ascione <gascione@wildwood-fl.gov>
Cc: 'Carr & Collier Estimating' <Estimate@carrandcollier.com>; reynoldsholiman@gmail.com; 'Julien Duytsche' <jduytsche@carrandcollier.com>
Subject: RE: Bid Protest Meeting: Millenium Park Phase I and II Re-bid

CAUTION: This email originated from outside of the city. Do not click on any links or open any attachments unless you recognize the sender and are certain the content is safe.

All:

Thank you for the below. Because:

- Gabriella's email references the prospect of a Project "re-bid," and
- further to the attached—to which we have not received any contrary response—Carr & Collier, Inc.'s formal written protest is not due to be filed/submitted until at least Monday November 6, 2023 under the City's Purchasing Policy's Appeal Procedures,

we assume:

- that the intent of Thursday morning's meeting is *only* to discuss re-bid of the Project, and
- that *only* if Mr. McHugh determines on Thursday *not* to (reject all bids and) re-bid the Project, CCI's formal written protest will then be fielded/addressed at some later date after the deadline for its preparation and submission next Monday.

Let us know if we're reading the below correctly, and best regards to all.

Bryan L. Capps, Esq.

Board Certified in Construction Law by The Florida Bar

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🌐 www.theconstructionlawfirm.com

Offices: *Orlando*



From: Gabriella Ascione <gascione@wildwood-fl.gov>

Sent: Monday, October 30, 2023 4:20 PM

Cc: Jason McHugh <jmchugh@wildwood-fl.gov>

Subject: Bid Protest Meeting: Millenium Park Phase I and II Re-bid

Good Afternoon,

Jason McHugh, City Manager, will be holding a bid protest meeting in accordance with the City of Wildwood's Purchasing Policy's Appeal Procedures in reference to the Millenium Park Phase I and II re-bid. The meeting will be held on Thursday, November 2, 2023, @ 9:00am, in City Hall Conference Room 124, at The City of Wildwood City Hall, 100 N Main Street, Wildwood, FL 34785. Attached is the City of Wildwood's Purchasing Policy's Appeal Procedures for reference.

Regards,

Gabriella Ascione



Gabriella Ascione

Executive Assistant to Jason McHugh, City Manager

352-661-6912

gascione@wildwood-fl.gov

www.wildwood-fl.gov

Exhibit 3

MILLENNIUM PARK - PHASE 1 & 2

BID OPENING ITB# CPH-W12803

SEPTEMBER 28, 2023 11:30am

[illegible]

Exhibit 4

SECTION 00410

PROPOSAL (BID FORM)

PART 1 GENERAL

1.01 Description

The following Bid, for the Millennium Park – Phase 1 & 2, is hereby made to the City of Wildwood, hereafter called the Owner. This Bid is submitted by (1)

Blackwater Construction Services LLC

(1) Name, address, and telephone number of Bidder

1.02 The Undersigned:

A. Acknowledges receipt of:

1. Project Manual and Drawings identified within the Project Manual.
2. Addenda:

Number	<u>01</u>	Dated	<u>9/20/2023</u>
Number	<u> </u>	Dated	<u> </u>
Number	<u> </u>	Dated	<u> </u>
Number	<u> </u>	Dated	<u> </u>
Number	<u> </u>	Dated	<u> </u>
Number	<u> </u>	Dated	<u> </u>

- B. Has examined the site and all Bidding Documents and understands that in submitting his Bid, he waives all right to plead any misunderstanding regarding the same.

C. Agrees:

1. To hold this Bid open for 90 calendar days after the bid opening date.
2. To accept the provisions of the Instructions to Bidders regarding disposition of Bid Security.
3. To enter into and execute a contract with the Owner, if awarded on the basis of this Bid, and to furnish a Performance Bond and a Labor and Material Payment Bond in accordance with the Instructions to Bidders.
4. To accomplish the Work in accordance with the Contract Documents.

Millennium Park – Phase 1 & 2

NAME OF BIDDER:

Blackwater Construction Services

00410-1

PROPOSAL (BID FORM)

5. To begin Work after the issuance of a Notice to Proceed, unless otherwise provided, and substantially complete the Work within 730 calendar days of the date of the Notice to Proceed.
6. To accept the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

1.03 Bid Schedule

The Bidder hereby agrees to perform all Work as required by the Contract Documents for the following Unit Prices. All Work required to be performed by the Contract Documents is to be included within the following Pay Items, inclusive of furnishing all manpower, equipment, materials and performance of all operations relative to construction of the Project. Work for which there is not a Pay Item will be considered incidental to the Contract and no additional compensation will be allowed.

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
A. GENERAL					
A-1	Bonds and Insurance	LS	1	147,000	153,247 ⁵⁰
A-2	Mobilization	LS	1	552,500	575,981 ²⁵
A-3	Preconstruction Topographic Surveying	LS	1	30,000	31,275 ⁰⁰
A-4	Record Drawings	LS	1	20,000	20,850 ⁰⁰
A-5	Demobilization, Cleanup, Project Closeout (Incl. Material and Workmanship Bond)	LS	1	25,000	26,062 ⁵⁰
A-6	Preconstruction Video	LS	1	7,500	7,818. ¹⁵
A-7	Temporary Traffic Control - Millennium Park	LS	1	11,500	11,988 ⁷⁵
A-8	Temporary Traffic Control - Powell Rd.	LS	1	9,000	9,382 ⁵⁰
A-9	Erosion and Sediment Control	LS	1	22,400	23,352 ⁰⁰
A-10	Silt Fence	LF	10450	.99	10,789.27
A-11	Clearing and Grubbing	LS	1	160,000	166,800
A-12	Demolition - Existing Driveway Aprons, Crushed Asphalt Parking Area, Concrete Pad at New Racquetball Court, Misc. Portions of Dirt Trail	LS	1	52,000	54,210 ⁰⁰
B. EARTHWORK, ROADS, PARKING LOTS, AND STORMWATER					

Millennium Park – Phase 1 & 2

NAME OF BIDDER: Blackwater Construction Services

00410-2

PROPOSAL (BID FORM)

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
B-1	Regular Excavation (ACAD Measurement Based on LIDAR Data and Proposed Elevations and 25% Increase to ACAD Measurement)	CY	27865.0	3.65	101,672 ⁴⁵
B-2	Embankment (Fill Placement) ACAD Measurement Based on LIDAR Data and Proposed Elevations and 25% Increase to ACAD Measurement)	CY	26061.3	4.17	108,675 ⁶²
B-3	Borrow Material (Allowance)	CY	10000	15.64	156,375 ⁰⁰
B-4	Allowance - Additional Earthwork (If Needed)	LS	1	50,000	52,125 ⁰⁰
B-5	8" Stabilized Subgrade or 4" Crushed Concrete Subgrade (Furnish and Install) (Trail, Cart Path)	SY	11176	7.19	80,391 ⁷⁶
B-6	12" Stabilized Subgrade or 6" Crushed Concrete Subgrade (Furnish and Install) (Road, Turn Lane, Parking Lots, Turnaround Area)	SY	21824	7.92	172,911 ⁵⁵
B-7	6" Limerock Base or 6" Crushed Concrete Base (Furnish and Install) (Road, Parking Lots, Trail, Cart Path)	SY	19734	13.55	267,445 ⁰⁴
B-8	10" Limerock Base or 10" Crushed Concrete Base (Furnish and Install) (Turn Lane)	SY	563	18.77	10,564 ⁷⁰
B-9	Asphalt Surface Course, Type SP 9.5 (1") (Furnish and Install) (Trail, Cart Path)	TN	426	224.14	95,482 ⁵⁸
B-10	Asphalt Surface Course, Type SP 12.5 (1.5") (Furnish and Install) (Road, Turn Lane, Parking Lots)	TN	1599	244.99	391,735 ⁰¹

Soccer + Ball field Top Soil ea 1 500,000 521,250⁰⁰

Millennium Park - Phase 1 & 2

NAME OF BIDDER: Blackwater Construction Services

00410-3

PROPOSAL (BID FORM)

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
B-11	Asphalt Friction Course, Type SP 12.5 (1.5") (Traffic C) (PG 76-22) (Furnish and Install) (Turn Lane)	TN	46	244.99	11,269 ⁴³
B-12	Ditch Bottom Inlet Type C (P-Bottom) (<10') (Furnish and Install)	EA	14	4500	71,977 ⁵⁰
B-13	Ditch Bottom Inlet Type C (P-Bottom With Sump) (<10') (Furnish and Install)	EA	1	7000	7,997 ⁵⁰
B-14	Ditch Bottom Inlet Type C (J-Bottom) (<10') (Furnish and Install)	EA	1	4500	5141. ²⁵
B-15	Ditch Bottom Inlet Type D (P-Bottom) (<10') (Furnish and Install)	EA	1	6000	6855 ⁰⁰
B-16	Ditch Bottom Inlet Type D (J-Bottom) (<10') (Furnish and Install)	EA	3	6000	20,565 ⁰⁰
B-17	Ditch Bottom Inlet Type D (J-Bottom With Sump) (<10') (Furnish and Install)	EA	2	6000	13,710 ⁰⁰
B-18	Type P-8 Manhole (<10') (Furnish and Install)	EA	4	5000	22,850 ⁰⁰
B-19	Type J-8 Manhole (<10') (Furnish and Install)	EA	3	9800	33,589 ⁵⁰
B-20	Nyoplast or Equal Drain Basin (8") (<10') (Furnish and Install)	EA	3	864	2,961 ³⁶
B-21	Nyoplast or Equal Drain Basin (10") (<10') (Furnish and Install)	EA	6	1000	6855 ⁰⁰
B-22	Nyoplast or Equal Drain Basin (12") (<10') (Furnish and Install)	EA	2	1300	2970 ⁵⁰
B-23	Nyoplast or Equal Drain Basin (15") (<10') (Furnish and Install)	EA	2	1800	4113 ⁰⁰
B-24	Nyoplast or Equal Drain Basin (24") (<10') (Furnish and Install)	EA	1	2400	2742 ⁰⁰
B-25	Concrete Mitered End Section (12") (Furnish and Install)	EA	1	1200	1371 ⁰⁰

Millennium Park – Phase 1 & 2

NAME OF BIDDER: Blackwater Construction Services

00410-4

PROPOSAL (BID FORM)

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
B-26	Concrete Mitered End Section (18") (Furnish and Install)	EA	4	1900	8683.00
B-27	Concrete Mitered End Section (24") (Furnish and Install)	EA	2	2400	5484.00
B-28	Concrete Mitered End Section (30") (Furnish and Install)	EA	1	2900	3,313.25
B-29	Concrete Mitered End Section (36") (Furnish and Install)	EA	1	2900	3,313.25
B-30	Concrete Mitered End Section (12"x18") (Furnish and Install)	EA	2	1200	2,742.00
B-31	Concrete Mitered End Section (19"x30") (Furnish and Install)	EA	4	2500	11,425.00
B-32	8" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	141	19	3060.76
B-33	10" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	614	23	16,134.39
B-34	12" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	303	25	8654.44
B-35	15" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	649	29	21,502.99
B-36	18" Storm Sewer (RCP) (Furnish and Install)	LF	1745	63	125,600.74
B-37	24" Storm Sewer (RCP) (Furnish and Install)	LF	614	93	65,239.04
B-38	30" Storm Sewer (RCP) (Furnish and Install)	LF	145	129	21,370.46
B-39	36" Storm Sewer (RCP) (Furnish and Install)	LF	496	172	97,468.96
B-40	12"x18" Storm Sewer (ERCP) (Furnish and Install)	LF	46	78	4,099.29
B-41	19"x30" Storm Sewer (ERCP) (Furnish and Install)	LF	154	112	19,705.84

Millennium Park – Phase 1 & 2

NAME OF BIDDER: Blackwater Construction Services

00410-5

PROPOSAL (BID FORM)

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
B-42	Underdrain Type II (12" PVC, Aggregate, Filter Fabric) (Furnish and Install)	LF	698	95	75,159.18
B-43	Underdrain Header Pipe (12" PVC) (Furnish and Install)	LF	397	35	15,875.04
B-44	Underdrain Cleanouts (Furnish and Install)	EA	26	95	2,821.98
B-45	Concrete Curb and Gutter, Type 'F' (Furnish and Install)	LF	422	31.28	13,198.05
B-46	Concrete Valley Gutter (Furnish and Install)	LF	391	31.28	12,228.53
B-47	Standard Concrete Sidewalk (Including Ramps and Warning Mats), Bench, and Trash Receptacle Concrete Pads (4") (Furnish and Install)	SY	70	65.68	4,597.43
B-48	Concrete Sidewalk (4" With Thickened Edge) (Furnish and Install)	SY	485	65.68	31,853.59
B-49	Misc. Concrete Pads (6") (Furnish and Install)	SY	417	93.83	39,125.03
B-50	Standard Concrete (6") (Furnish and Install) (Trail Crossing at Access Rd)	SY	236	93.83	22,142.70
B-51	Heavy Duty Concrete (7") (Furnish and Install) (Food Truck Parking Area and Driveway and Concession Building and Restroom Concrete)	SY	2326	99.04	230,361.23
B-52	Concrete Rip Rap (At Pond Bottom At MES)	SY	134	26.06	3492.38
B-53	Wheel Stops	EA	239	62.55	14,949.45
B-54	Three Rail Wood Fence (4 ft) (Furnish and Install) (Along Powell Rd.)	LF	485	57.34	27,808.69
B-55	Tennis Court Construction (Sub-base, Base, Concrete, Painting, Striping)	LS	1	119,000	119,000
B-56	Street Signs and Posts (Furnish and Install)	EA	27	364.88	9851.63
B-57	Wayfinding Signage	LS	1	15,637.50	15,637.50

Millennium Park – Phase 1 & 2

NAME OF BIDDER: Blackwater Construction Services

00410-6

PROPOSAL (BID FORM)

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
B-58	Painted Pavement Markings (4" White at Parking Stalls) (Furnish and Install)	LF	4338	2.97	12,888.74
B-59	Painted Pavement Markings (6" Blue at ADA Parking Stalls) (Furnish and Install)	LF	216	13.59	2934.36
B-60	Painted Pavement Markings (6" White at ADA Parking Stalls) (Furnish and Install)	LF	264	3.08	811.90
B-61	ADA Parking Aisle Striping and Handicap Symbol (Painted) (Furnish and Install)	EA	6	234.56	1407.38
B-62	Thermoplastic, Std, White, Solid 12"	LF	101	4.69	473.82
B-63	Thermoplastic, Std, White, Solid, 24"	LF	206	4.69	966.40
B-64	Thermoplastic, Standard, White, Arrow	EA	11	78.19	860.06
B-65	Thermoplastic, Std-Op, Yellow, Solid, 12"	LF	393	4.69	1843.66
B-66	Thermoplastic, Std-Op, Yellow, Solid, 6"	LF	1200	3.08	3690.45
C. WATER AND SEWER CONSTRUCTION					
C-1	Remove Existing Inactive 6" Force Main	LF	505	6	3,461.78
C-2	Remove Existing 12" Water Main	LF	1011	12	13,860.81
C-3	Remove Existing 8" Sanitary Sewer	LF	819	15	14,035.61
C-4	Remove Existing Sanitary Sewer Manhole	EA	2	1500	3,427.50
C-5	1" Water Service Line (Open Cut or Dir. Drill) (PE) (Furnish and Install)	LF	218	15	3,735.98
C-6	4" Water Main (Open Cut) (DI) (Restrained) (Furnish and Install)	LF	180	40	8,226.00
C-7	8" Water Main (Open Cut) (PVC) (Unrestrained) (Furnish and Install)	LF	151	41	7,073.22
C-8	8" Water Main (Open Cut) (PVC) (Restrained) (Furnish and Install)	LF	216	45	11,105.10

Millennium Park – Phase 1 & 2

NAME OF BIDDER: Blackwater Construction Services

00410-7

PROPOSAL (BID FORM)

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
C-9	12" Water Main (Open Cut) (PVC) (Unrestrained) (Furnish and Install)	LF	848	69	66,849 ⁹⁶
C-10	12" Water Main (Open Cut) (PVC) (Restrained) (Furnish and Install)	LF	627	69	49,427 ⁹⁸
C-11	4" D.I. Bends (45, 90) (Water Main) (Furnish and Install)	EA	6	585	4010.18
C-12	8" D.I. Bends (45, 90) (Water Main) (Furnish and Install)	EA	5	865	4941.31
C-13	12" D.I. Bends (11.25, 22.5, 45, 90) (Water Main) (Furnish and Install)	EA	7	890	7117.78
C-14	12" D.I. Tee (12"x4", 12"x6") (Water Main) (Furnish and Install)	EA	3	890	3050.48
C-15	12" D.I. Wye / Tee (12"x12") (Water Main) (Furnish and Install)	EA	2	890	2,033.65
C-16	8" D.I. Plug / Cap (Water Main) (Furnish and Install)	EA	1	1500	1713.75
C-17	12" D.I. Plug / Cap (Water Main) (Furnish and Install)	EA	3	2000	6855.00
C-18	Temporary Jumper Connection (Furnish and Install, Remove)	EA	1	5875	6712.19
C-19	12" x 1" Service Saddle and Corp. Stop (Furnish and Install)	EA	2	1650	3770.25
C-20	8" x 8" Tapping Sleeve and Valve (Furnish and Install)	EA	1	1500	1,713.75
C-21	12" x 12" Tapping Sleeve and Valve (Furnish and Install)	EA	2	1500	3,427.50
C-22	Close Valves, Connect to Existing 12" Water Main	EA	1	8950	10,225.38
C-23	1" Gate Valve	EA	2	250	571.25
C-24	Fire Hydrant Assembly (Furnish and Install)	EA	2	8500	19,422.50
C-25	Blowoff Assembly (Furnish and Install)	EA	2	1500	3427. ⁵⁰

Millennium Park – Phase 1 & 2

NAME OF BIDDER: Blackwater Construction Services

00410-8

PROPOSAL (BID FORM)

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
C-26	Fire Department Connection (4") (Furnish and Install)	EA	1	2,300.00	2,627.75
C-27	Line Stop Assembly, 12" (Furnish and Install) (If Needed)	EA	2	1,500.00	3,427.50
C-28	Install Thrust Collar, Cut and Cap Existing 12" Water Main	EA	2	1,500.00	3,427.50
C-29	Bypass Pumping (Sanitary Sewer)	LS	1	25,000.00	28,562.50
C-30	8" Sanitary Sewer Line (Open Cut) (PVC) (Furnish and Install)	LF	1703	29.00	56,424.65
C-31	Sanitary Sewer Manhole (Furnish and Install)	EA	7	8,600.00	68,778.50
C-32	Connect to Existing Sanitary Sewer Manhole	EA	2	1,000.00	2,285.00
C-33	4" Backflow Preventer Assembly	EA	1	9,500.00	10,853.75
D. HARDSCAPE, LANDSCAPE, AND IRRIGATION					
D-1	Sports Fields Amenities (Base Set, Home Plate, Pitchers Rubber, Dugout Bench, Foul Poles, Batting Cage, Fence Cap, Pickleball Net Posts and Net, Goal Posts, Net Backstop System) (Furnish and Install)	LS	1	242,897.00	253,220.12
D-2	Chain Link Fence - Softball Fields (Vinyl Coated Black) (With Fence Cap) (6-ft) (Furnish and Install)	LF	2120	35.45	75,143.40
D-3	Chain Link Fence With Windscreen (Vinyl Coated Black) (10-ft) (Furnish and Install)	LF	488	41.70	20,349.60
D-4	Black Netting Backstop (25' Ht) (Furnish and Install)	LF	400	36.49	14,595.00
D-5	Pedestrian Chain Link Fence Gate (Vinyl Coated Black) (3-ft Opening, 6-Ft) (Furnish and Install)	EA	4	781.88	3,127.50

Millennium Park – Phase 1 & 2

NAME OF BIDDER: BLACKWATER CONSTRUCTION
SERVICES 00410-9

PROPOSAL (BID FORM)

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
D-6	Double Swing Chain Link Fence Gate (Vinyl Coated Black) (12-ft Opening, 6-Ft) (Furnish and Install)	EA	2	2,090.00	4,180.00
D-7	Bahia Sod for Disturbed Areas	SY	63221	4.20	276,813.15
D-8	Tennis Court Chain Link Fence Gate With Windscreen (Vinyl Coated Black) (4-ft Opening, 10-Ft) (Furnish and Install)	EA	1	44,674.25	44,674.25
D-9	Litter Receptacle With Dome Lid	EA	19	1,876.50	35,653.50
D-10	Bench	EA	27	1,824.38	49,258.13
D-11	Drake' Chinese Elm 2.5" Cal., 10' Min. Ht., 4' Min. Sprd.	EA	42	539.87	23,638.21
D-12	Dahoon Holly 2" Cal., 8' Min. Ht., 4' Min., Sprd	EA	25	491.88	12,819.62
D-13	Red Maple 3" Cal., 10' Min. Ht., 5' Min. Sprd	EA	21	520.25	11,389.57
D-14	Muskogee Crape Myrtle 8' Min. Ht., 4' Min. Sprd.	EA	37	266.26	10,270.31
D-15	Cathedral Oak 6" Cal., 20' Min. Ht., 10' Min. Sprd.	EA	26	2,529.45	68,560.74
D-16	Live Oak 3" Cal., 12' Min. Ht., 6' Min. Sprd.	EA	50	618.35	32,231.49
D-17	Twilight Crape Myrtle 8' Min. Ht., 4' Min. Sprd.	EA	41	276.07	11,799.92
D-18	Dynamite Crape Myrtle, 8' Min. Ht., 4' Min. Sprd.	EA	22	266.26	6,106.67
D-19	Black Diamond Crape 8' Min. Ht., 4' Min. Sprd.	EA	3	383.97	1,200.87
D-20	Natchez Crape Myrtle 8' Min. Ht., 4' Min. Sprd.	EA	24	266.26	6,661.83
D-21	Cabbage Palm 16' - 26' Ct., Vary Heights, 32 Slick Trunks, 15' O.C. Where Clustered	EA	32	317.76	10,600.47
D-22	Silver Palmetto, 1 Gal., Full, 24" O.C.	EA	96	155.97	15,609.48
D-23	Cord Grass, 1 Gal., Full, 24" O.C.	EA	692	4.68	3,376.20
D-24	Swamp Sunflower, 1 Gal., Full, 24" O.C.	EA	76	6.45	511.03

Millennium Park – Phase 1 & 2

NAME OF BIDDER: BLACKWATER CONSTRUCTION SERVICES

00410-10

PROPOSAL (BID FORM)

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
D-25	Soft Rush, 1 Gal., Full, 24" O.C.	EA	217	5.72	1,241.24
D-26	Pickerelweed, 1 Gal., Full, 24" O.C.	EA	388	5.72	2,219.36
D-27	Bermuda 419 Grass (Baseball Fields and Soccer Field)	SY	47413	8.90	421,975.70
D-28	Baseball Infield Clay	SY	4913	12.00	61,609.02
D-29	Irrigation	LS	1	690,000.00	721,050.00
D-30	Seed and Mulch	SY	3394	2.25	7,980.14
E. ARCHITECTURAL, FIRE PROTECTION, PLUMBING					
E-1	Basketball Court Pre-Engineered Roof and Columns (Furnish and Install)	LS	1	395,498.00	412,306.67
E-2	Basketball Hoop Structures and Hoops (Furnish and Install)	LS	1	35,878.00	37,402.82
E-3	Basketball Court Furnishings (Bleachers, Benches, Tables, Water Fountains) (Furnish and Install)	LS	1	18,500.00	19,286.25
E-4	Basketball Court Floor and Foundation Including Column Footers (Furnish and Install)	LS	1	230,000.00	239,775.00
E-5	Riser Room Outside Basketball Courts (Furnish and Install)	LS	1	25,000.00	26,062.50
E-6	Basketball Courts Fire Protection System (Furnish and Install)	LS	1	95,000.00	99,037.50
E-7	Basketball Courts Plumbing (Water and Sewer) (Furnish and Install)	LS	1	7,500.00	7,818.75
E-8	Racquetball Court Block Walls, Door, Beams, Roof, and Foundation (Furnish and Install)	LS	1	202,000	210,585.00
E-9	Racquetball Court Floor (Furnish and Install)	LS	1	7,500.00	7,818.75
F. ELECTRICAL					

LASER GRADE FIELDS SY 36667 3.15 120,408.75

Millennium Park – Phase 1 & 2

NAME OF BIDDER: BLACKWATER CONSTRUCTION SERVICES

00410-11

PROPOSAL (BID FORM)

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
F-1	Electrical Panels and Field Lighting Cabinet, Service Rack, Power Rack (Furnish and Install)	LS	1	39,929.00	41,625.98
F-2	Misc. Electrical Including Conduit, Wire, and Appurtenances (Furnish and Install)	LS	1	199,440.00	207,916.20
F-3	Transformer - Coordinate With Duke Energy (Duke Energy to Install Transformer, Pad, Conduits, Pedestal and Appurtenances)	LS	1	NO COST BY DUKE ENERGY	—
F-4	Parking Lot Lights - Coordinate With Duke Energy (Duke Energy to furnish and install parking lot lights including poles, fixtures, foundation, connecting conduits, wires etc.)	LS	1	NO COST BY DUKE ENERGY	—
F-5	Street Lights - Coordinate With Duke Energy (Duke Energy to furnish and install parking poles, fixtures, foundation, connecting conduits, wires Etc.)	LS	1	NO COST BY DUKE ENERGY	—
F-6	Community Center Area Lights - Coordinate with Duke Energy - Duke Energy to furnish and install new fixtures (the new fixtures are to match those proposed with the internal roadway network).	LS	1	NO COST BY DUKE ENERGY	—
F-7	Single point connection for concession stand, fed from panel lpc-2,4. Verify exact location with owner for power source to enter the Concession stand. Provide 120/208v, 3 ph, 125a load center and coordinate load Locations with the City.	LS	1	2,100.00	2,189.25

Millennium Park – Phase 1 & 2

NAME OF BIDDER: BLACKWATER CONSTRUCTION
SERVICES

00410-12

PROPOSAL (BID FORM)

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
F-8	Furnish and install 20a, weather proof gfci receptacle in each Dugout. Coordinate with the City on the exact location. Receptacles to be Fed out of panel lpc, (ckt-1).	LS	1	5,585.00	5,822.36
F-9	Basketball Court Electrical and Lighting, Control Boxes, Etc. (Furnish and Install)	LS	1	42,988.00	44,814.99
F-10	Tennis Court Electrical and Lighting Control Boxes, Etc. (Furnish and Install)	LS	1	77,838.00	81,146.12
TOTAL BASE BID					\$ 8,556,197.69

1.04 Alternate Bid Items - Ribbon Curb and Wood Fence

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
ALT-1	Concrete Ribbon Curb	LF	6050	30.00	194,658.75
ALT-2	Three Rail Wood Fence (4 ft) (Furnish and Install) (Onsite Between the Grass Parking area and the new Trail)	LF	564	30.00	18,146.70
TOTAL ALTERNATE BID					\$ 212,805.45

Millennium Park – Phase 1 & 2

NAME OF BIDDER: BLACKWATER CONSTRUCTION SERVICES

00410-13

PROPOSAL (BID FORM)

1.05 Miscellaneous Requirements and Affirmations

- A. Proposals (Bids) must be on the Bid Form.
- B. The Bidder acknowledges the receipt, execution, and return of the following forms and required information with the Bid (the Bidder is to fill out the far right column in the below Table):

Section	Form / Information	Submitted by Bidder with Bid (Y/N)
00410	Proposal (Bid Form) Including Acknowledgment of All Issued Addenda	Y
---	Bid Security in Accordance with the Instructions to Bidder	Y
---	Bidder Completed W-9 Form	Y
---	Bidder Officer Signatory Authorization Information	Y
00430	Trench Safety Form	Y
00432	Non Collusion Affidavit	Y
00434	Conflict of Interest Affidavit	Y
00436	Florida Statutes on Public Entity Crimes Affidavit	Y
00438	Compliance With the Public Records Law Affidavit	Y
00440	Bidder Information and Affidavit	Y
00450	Certification Of Non-Segregated Facilities Form	Y
00452	Disputes Disclosure Form	Y
00454	Drug Free Workplace Form	Y
00455	Certification Regarding Non-Scrutinized Companies	Y
00456	Unauthorized (Illegal) Alien Workers Affidavit	Y
00458	E-Verify Compliance Form	Y
00460	Americans With Disabilities Act Affidavit	Y
00462	Equal Employment Opportunity Certification	Y
00463	Certification Regarding Debarment	Y
00465	Schedule of Proposed Subcontractors	Y
---	Copies of Licenses Issued by the State of Florida Dept. of Business and Professional Regulation Construction Industry Licensing Board	Y
---	Material price quotes used in the Bid for any pay item(s) for which the Contractor anticipates a rapid material price change between the date of the Bid and when the material is anticipated to be ordered	N

Millennium Park – Phase 1 & 2

NAME OF BIDDER: Blackwater Construction Services

00410-14

PROPOSAL (BID FORM)

1.06 RESPECTFULLY SUBMITTED, signed and sealed this 27th day of September 2023.

Blackwater Construction Services LLC
Name of Bidder

[Signature] 9/27/2023
By (Signature) Date

Derek Dykes- President
Printed Name and Title

3715 NW 97th Blvd Ste B
Business Address

Gainesville FL 32606
City State Zip Code

352-644-3453
Telephone No. Facsimile No.

DEREK@BLACKWATERCSLLC.COM
E-Mail Address

(CORPORATE SEAL)



ATTEST: [Signature] 9/27/2023
By (Signature) Date

Hannah Dykes V.P.
Printed Name and Title

END OF SECTION

Millennium Park – Phase 1 & 2
NAME OF BIDDER: Blackwater Construction Services
00410-15

PROPOSAL (BID FORM)

SECTION 00430

TRENCH SAFETY FORM

Bidder acknowledges that included in the various items of the proposal contained on the Bid Form are costs for complying with the Florida Trench Safety Act (FS 553.60-553.64). The Bidder further identifies the cost of compliance with the applicable trench safety standards for the project as follows (Bidder to attach additional sheets as necessary to identify all costs):

	Trench Safety Measure (Description)	Units of Measure (LF, SF, SY)	Unit Quantity	Unit Cost	Extended Cost
A					
B					
C					
D					
E					
F					
TOTAL					\$ 0.00

The total cost shown herein is already included in the various items on the Bid Form and is not additional to the pricing shown on the Bid Form.

Bidder, by signature below, assures that the contractor performing trench excavating will comply with the applicable Trench Safety Standards.

Submitted, signed and sealed this 27 day of September, 2023.

Blackwater Construction Services LLC
Bidder

Signature

Derek Dykes - President

Printed Name and Title

ATTEST:

Signature

Date



(SEAL)

END OF SECTION

SECTION 00432

NON COLLUSION AFFIDAVIT

The undersigned, by signing this document hereby certifies that the company named below hereby is or does:

1. States that the entity named below and the individual signing this document has submitted the attached bid or proposal:
2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Said bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said bidder or proposer 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, proposer, firm or person to submit a collusive or sham bid or proposal in connection with the Contract for which the attached bid or proposal has been submitted or to refrain from bidding or proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, proposer, firm or person to fix the price or prices in the attached bid or proposal or of any other bidder or proposer, or to fix any overhead, profit or cost element of the bid or proposal price or the bid or proposal price of any other bidder or proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract.
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or proposer or any of its agents, representatives, owners, employees, or parties in interest, including the individual signing this document.

Blackwater Construction Services LLC

Bidder

Signature of Authorized Representative (Affiant)

Date

Derek Dykes - President

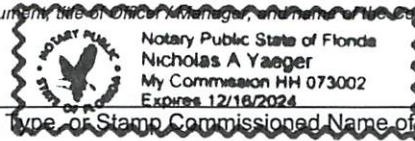
Printed or Typed Name and Title of Authorized Representative (Affiant)

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 27 day of SEPTEMBER, 2023, by DEREK DYKES as PRESIDENT for BLACKWATER CONSTRUCTION SERVICES, whose name is subscribed to this instrument, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation / LLC.

(In the last three blanks fill in the name of the Officer acknowledging this document, title of Officer / Manager, and name of the Corporation or LLC)

[Signature]
Signature of Notary Public - State of Florida



Print, Type or Stamp Commissioned Name of Notary Public

Personally Known X OR Produced Identification _____

Type of Identification Produced: _____

END OF SECTION

SECTION 00434

CONFLICT OF INTEREST AFFIDAVIT

Project Name: Millennium Park – Phase 1 & 2

Bid No.: _____

The Affiant identified below deposes and states that:

1. The below named Bidder is submitting a Bid to the Owner for the project named above.
2. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
3. The Affiant states that only one submittal for the above project is being submitted and that the below named Bidder has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the below named Bidder has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the Bidder's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project
5. Neither the Bidder nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
6. Neither the Bidder, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the Bidder's ownership, management, or staff has a vested interest in any aspect of the Owner.
8. I certify that no member of the Bidder's ownership or management is presently applying for an employee position with the Owner or actively seeking an elected position with the Owner (where the Owner is a governmental agency).
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the below named Bidder, will immediately notify the Owner in writing.

Blackwater Construction Services LLC
Bidder

Signature of Authorized Representative (Affiant)

Date

Derek Dykes - President
Printed or Typed Name and Title of Authorized Representative (Affiant)

STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 27 day of SEPTEMBER, 2023, by DEREK DYKES as PRESIDENT for BLACKWATER CONSTRUCTION SERVICES, whose name is subscribed to this instrument, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation / LLC.

(In the last three blanks fill in the name of the Officer acknowledging this document, title of Officer / Manager, and name of the Corporation or LLC)

Signature of Notary Public - State of Florida

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known X OR Produced Identification _____

Type of Identification Produced: _____

END OF SECTION

SECTION 00436

FLORIDA STATUTES ON PUBLIC ENTITY CRIMES AFFIDAVIT

Project Name: Millennium Park – Phase 1 & 2

Bid No.: _____

The Affiant identified below attests to the following:

1. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any Federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an “affiliate” as defined in Section 287.133(1)(a), Florida Statutes, means: A predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and how has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
4. I understand that a “person” as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Millennium Park – Phase 1 & 2

**FLORIDA STATUTES ON
PUBLIC ENTITY CRIMES AFFIDAVIT**

00436-1

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Note: indicate which of the below statements apply)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor the affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agent who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before an Administrative Law Jury of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Administrative Law Jury determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (You must attach a copy of the final order.)

I understand that the submission of this form to the Owner and is for the Owner only and, that this form is valid through December 31, of the calendar year in which it is filed. I also understand that i am required to inform the Owner prior to entering in to a contract in excess of the threshold amount provided in section 287.017, Florida Statutes, for category two of any change in the information contained in this form.

Blackwater Construction Services LLC 82-2712584
Bidder FEIN No.
Signature of Authorized Representative (Affiant) 9/27/2023 Date
Derek Dykes - President
Printed or Typed Name and Title of Authorized Representative (Affiant)

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of X physical presence or online notarization, this 27 day of SEPTEMBER, 2023, by DEREK DYKES as PRESIDENT for BLACKWATER CONSTRUCTION SERVICES, whose name is subscribed to this instrument, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation / LLC.

(In the last three blanks fill in the name of the Officer acknowledging this document, title of Officer / Manager, and name of the Corporation or LLC)

Millennium Park – Phase 1 & 2

FLORIDA STATUTES ON
PUBLIC ENTITY CRIMES AFFIDAVIT

00436-2



Signature of Notary Public - State of Florida



Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known X OR Produced Identification _____

Type of Identification Produced: _____

END OF SECTION

SECTION 00438

COMPLIANCE WITH THE PUBLIC RECORDS LAW AFFIDAVIT

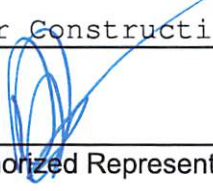
Upon award recommendation or 30 days after opening, it is understood that all submittals to governmental entities shall become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes, and Section 24(a), Article 1 of the Constitution of the State of Florida, and other controlling law (collectively the "Public Records Laws"). If the Owner rejects all replies submitted in response to a competitive solicitation and provides notice of its intent to reissue the solicitation, the replies remain exempt from disclosure until the Owner provides a notice of intent to award or withdraws the reissued solicitation. If no award is made, responses are not exempt for longer than 12 months after the initial notice rejecting all responses.

Proposers/Bidders must invoke the exemptions to disclosure provided by law as applicable to the response to the solicitation, must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of the Proposer's/Bidder's credit data to the Owner.

If a Proposer/Bidder submits information exempt from public disclosure, the Proposer/Bidder must specifically and in detail identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Laws, identifying the specific exemption under the Public Records Laws that applies to each. The protected information must be submitted to the Owner in a separate envelope marked accordingly.

By submitting a response to this solicitation, the Proposer/Bidder agrees to defend, indemnify and hold the City harmless in the event the Owner litigates the public records status of the Proposer's/Bidder's documents. This provision obligates the Proposer/Bidder to pay the full legal costs of the Owner including, but not limited to, attorneys fees, court costs, and any and all other charges, regardless of what level of trial or appeal.

Blackwater Construction Services LLC
Bidder


Signature of Authorized Representative (Affiant)

9/27/2023
Date

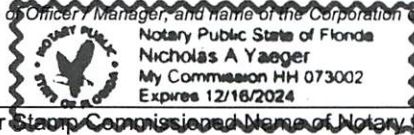
Derek Dykes- President
Printed or Typed Name and Title of Authorized Representative (Affiant)

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 27 day of SEPTEMBER, 2023, by DEREK DYKES as PRESIDENT for BLACKWATER CONSTRUCTION SERVICES, whose name is subscribed to this instrument, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation / LLC.

(In the last three blanks fill in the name of the Officer acknowledging this document, title of Officer / Manager, and Name of the Corporation or LLC)

Nicholas A Yaeger
Signature of Notary Public - State of Florida



Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known X OR Produced Identification _____

Type of Identification Produced: _____

END OF SECTION

SECTION 00440

BIDDER INFORMATION AND AFFIDAVIT

State the true, exact, correct and complete name of the company, partnership, corporation, trade or fictitious name under which the Bidder does business and the address of the place of business.

Blackwater Construction Services LLC
Name of Bidder
3715 NW 97th Blvd Ste B Gainesville FL 32606
Address of Bidder
3526443453 derek@blackwatercsllc.com
Phone No. of Bidder Fax No. of Bidder Bidder E-Mail Address

The Bidder is (check one of the following):

- () An Individual
() A Partnership
(x) A Corporation

Principal Office Address: 3715 NW 97th Blvd Ste B Gainesville FL 32606

1. Officer Information and Key Personnel: Each Bidder must ensure that the officer information provided below is in accordance with the Bidder's corporate registration supplied to the Secretary of State. The Bidder must provide with its bid submittal the necessary information to verify the individual signing the bid and or any contract document has been authorized to bind the corporation. For example, provide either: A copy of the Articles of Incorporation listing the approved signatories of the corporation; A letter from the President listing the members of staff that are authorized signatories for the company; or A copy of a corporate resolution listing the members of staff as authorized signatories for the company.

President's Name: Derek Dykes
Address: 13236 SW 11th Place Newberry FL 32669
Phone No.: 352-644-3453
E-Mail Address: DEREK@BLACKWATERCSLLC.COM

Vice President's Name: _____

Address: _____

Phone No.: _____

E-Mail Address: _____

Secretary's Name: _____

Address: _____

Phone No.: _____

E-Mail Address: _____

Treasurer's Name: _____

Address: _____

Phone No.: _____

E-Mail Address: _____

Project Manager's
Name: Eric Nash

Address: 3715 NW 97th Blvd Ste b Gainesville FL 32606

Phone No.: _____

E-Mail Address: ENASH@BLACKWATERCSLLC.COM

Project Superintendent's
Name:

Ted Herman

Address:

3715 NW 97th Blvd Ste B Gainesville FL 32606

Phone No.:

E-Mail Address:

TED@BLACKWATERCSLLC.COM

2. How many years has the Bidder been in business as a Contractor under its present name? 6 YEARS
3. Under what other former names has the Bidder operated?
N/A
4. How many years of experience in construction work has the Bidder had as a Prime Contractor? 25 YEARS
5. List below information concerning projects the Bidder has completed in the last five (5) years as a Prime Contractor for the type of Work required for this project (attach additional sheets as necessary). It is noted that the experience claimed here must be associated with the Bidder named above. The Owner reserves the right to require additional information and to conduct any investigation deemed necessary to evaluate the Bidder.

Name of Project	<u>ALAM Diborne Expansion Phase 1</u>
Name of Owner	<u>Air Liquide</u>
Owner Reference Contact Name	<u>Frank Smith</u>
E-Mail Address and Phone No.	<u>409-939-3969- frank.smith-sc@airliquide.com</u>
Start and Completion Dates	<u>09/2020- 12/2021</u>
Construction Contract Amount	<u>\$2.9 Million</u>

Major Construction Items Such as Pipeline Length and Diameters and Type (Water Main, Storm Sewer, etc.); Lift Station Size (No. of Pumps and Hp):
Installed 2 lift stations, a new fire riser room with a new fire pump, storm water collection facility, and a 10,000 sf storage tank warehouse.

Name of Project	<u>Offsite Storage Facility</u>
Name of Owner	<u>Port of Authority of Tampa</u>
Owner Reference Contact Name	<u>Doug Barry</u>
E-Mail Address and Phone No.	<u>dbarry@tampaport.com 813-905-5007</u>
Start and Completion Dates	<u>05/2022- 05-2023</u>
Construction Contract Amount	<u>\$3.0 million</u>

Major Construction Items Such as Pipeline Length and Diameters and Type (Water Main, Storm Sewer, etc.); Lift Station Size (No. of Pumps and Hp):
New 12,000 sf hardened building with hollow core roof and CMU walls, new 20,000 sf parking lot and security fence with all new storm water collection piping and pond.

Name of Project	<u>Thermofisher Warehouse Renovations</u>
Name of Owner	<u>Thermofisher Scientific</u>
Owner Reference Contact Name	<u>Bradley Metzler</u>
E-Mail Address and Phone No.	<u>bradley.metzler@thermofisher.com 352-359-1297</u>
Start and Completion Dates	<u>08/2022- 03/2023</u>
Construction Contract Amount	<u>\$3.5 million</u>

Major Construction Items Such as Pipeline Length and Diameters and Type (Water Main, Storm Sewer, etc.); Lift Station Size (No. of Pumps and Hp):

Renovated a warehouse space and created a new storage facility for new biotechnology material and sub zero freezers and new office spaces.

Name of Project	<u>Forest Park Improvements</u>
Name of Owner	<u>City of Gainesville</u>
Owner Reference Contact Name	<u>Peter Mcniece</u>
E-Mail Address and Phone No.	<u>mcniecepr@cityofgainesville.org 352-514-8992</u>
Start and Completion Dates	<u>03/2023 - 09/2023</u>
Construction Contract Amount	<u>\$2.9 million</u>

Major Construction Items Such as Pipeline Length and Diameters and Type (Water Main, Storm Sewer, etc.); Lift Station Size (No. of Pumps and Hp):

Built 4 new soccer fields by sprigging all the field, also new sand volleyball courts, new basketball/ pickle ball courts, and new parking lot resurfacing and striping.

Name of Project	<u>TCAVI Surgery Center Renovations</u>
Name of Owner	<u>TCAVI Surgery Center</u>
Owner Reference Contact Name	<u>Matthew Bolin</u>
E-Mail Address and Phone No.	<u>mgbolin@tcavi.com 740-607-8034</u>
Start and Completion Dates	<u>09/2019- 12/2020</u>
Construction Contract Amount	<u>\$ 3.0 million</u>

Major Construction Items Such as Pipeline Length and Diameters and Type (Water Main, Storm Sewer, etc.); Lift Station Size (No. of Pumps and Hp):

Renovated 2 new cath lab in an office lab and created a new surgical suite, waiting room, and a new PACU for the pre and post operations. Total square footage was 10,000sf.

6. Has the Bidder ever failed to complete any work awarded to it? If so, state when, where and why (attach additional sheets as necessary).

No

7. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? If so, state name of individual, name of other organization, and reason therefore (attach additional sheets as necessary). No

8. State the names, addresses and the type of business of all firms that are partially or wholly owned by the Bidder (attach additional sheets as necessary):

N/A

9. What is the Bidder's bonding capacity? 35 million aggregately

10. What amount of the Bidder's bonding capacity has been used as of the date of this bid?
\$11 million.

11. State the name of the Surety Company which will be providing the Performance and Payment Bond, and name and address of the Agent:

Neilson, Wojtowicz, Neu, and Associates
1000 Central Ave Suite 200
St Petersburg FL 33705
Jessica Reno- 904-314-9819

12. Has the Bidder been in disputes or litigations in the last five (5) years over construction projects which are completed or still pending for completion? If so, describe the nature of the disputes or litigations and state the Owner's Name, Address, Telephone, and amount of disputes or litigations (attach additional sheets as necessary).

N/A

The Bidder acknowledges and understands that the information contained in response to this qualifications form shall be relied upon by the Owner in awarding the contract and such information is warranted by Bidder to be true. The discovery of any omission or misstatement that materially affects the Bidder's qualifications to perform under the contract shall cause the Owner to reject the bid or proposal, and if after the award to cancel and terminate the award and/or contract.

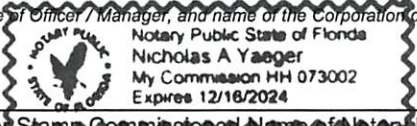
Provided along with this document is completed IRS form W-9 and information on authorized signatories for the Bidder.

Blackwater Construction Services LLC
Name of Bidder
[Signature]
Signature of Authorized Representative (Affiant) 9/27/2023
Date
Derek Dykes -- President
Printed or Typed Name and Title of Authorized Representative (Affiant)

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 27 day of SEPTEMBER, 2023, by DEREK DYKES as PRESIDENT for BLACKWATER CONSTRUCTION SERVICES, whose name is subscribed to this instrument, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation / LLC.

(In the last three blanks fill in the name of the Officer acknowledging this document, title of Officer / Manager, and name of the Corporation or LLC)

[Signature]
Signature of Notary Public - State of Florida
Personally Known X OR Produced Identification _____
Type of Identification Produced: _____

Print, Type, or Stamp Commissioned Name of Notary Public

END OF SECTION

SECTION 00450

CERTIFICATION OF NON-SEGREGATED FACILITIES FORM

The Bidder certifies that no segregated facilities are maintained and will not be maintained during the execution of this contract at any of its establishments.

The Bidder further certifies that none of its employees are permitted to perform their services at any location under the Bidder's control during the life of this contract where segregated facilities are maintained.

The Bidder certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise.

The Bidder agrees that (except where it has obtained identical certification from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontract exceeding \$10,000 and that it will retain such certifications in its files.

Blackwater Construction Services LLC
Name of Bidder

Signature of Authorized Representative
9/27/2023
Date
Derek Dykes President
Printed or Typed Name and Title of Authorized Representative

END OF SECTION

SECTION 00452

DISPUTES DISCLOSURE FORM

Answer the following questions by answering "YES" or "NO". If you answer "YES", please explain in the space provided, please add a page(s) if additional space is needed.

1. Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years? N (Y/N)

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years? N (Y/N)

3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business? N (Y/N) Note: If yes, the explanation must state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of the project identified.

Blackwater Construction Services LLC
Firm


Signature of Authorized Representative

9/27/2023
Date

Derek Dykes President
Printed or Typed Name and Title of Authorized Representative

END OF SECTION

SECTION 00454

DRUG FREE WORKPLACE FORM

The undersigned, in accordance with Florida Statute 287.087 hereby certifies that the company named below does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and Employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in item 1.
4. In the statement specified in item 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, 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 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require 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.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

<u>Blackwater Construction Services LLC</u>	
Bidder / Contractor	
	<u>9/27/2023</u>
Signature of Authorized Representative	Date
<u>Derek Dykes President</u>	
Printed or Typed Name and Title of Authorized Representative	

END OF SECTION

SECTION 00455

CERTIFICATION REGARDING NON-SCRUTINIZED COMPANIES

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

Section 287.135, Florida Statutes, prohibits local governments from contracting with companies, for goods or services of One Million and 00/100 Dollars (\$1,000,000.00) or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the Bidder, I hereby certify that the company identified below in the section entitled "Bidder/Contractor Name" is not listed on the Scrutinized Companies that Boycott Israel List, is not engaged in any boycott of Israel, is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the successful Bidder to termination of the awarded Agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this certification, is truthful and correct at the time of submission.

Blackwater Construction Service LLC		82-2712584
Name of Bidder / Contractor Name		FEIN
3715 NW 97th Blvd Ste B Gainesville fl 32606		
Mailing Address		
352-372-7220	derek@blackwatercsllc.com	
Phone No.	Fax No.	E-Mail Address
		9/27/2023
Signature of Authorized Representative		Date
Derek Dykes President		
Printed or Typed Name and Title of Authorized Representative		

END OF SECTION

SECTION 00456

UNAUTHORIZED (ILLEGAL) ALIEN WORKERS AFFIDAVIT

The Owner will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationality Act (INA). The Owner shall consider the employment by the Contractor of unauthorized aliens, a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for immediate termination of this Agreement by the Owner.

The Affiant identified below deposes and states that:

1. The below identified Contractor does not and will not during the performance of any contract resulting from the solicitation identified below employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
2. Upon request of the Owner, it will provide copies of Immigration Form I-9 for each person associated with the above named company who has been or is present at the designated jobsite associated with any work or project resulting from this solicitation.

Blackwater Construction Services LLC
 Bidder / Contractor

[Signature] 9/27/2023
 Signature of Authorized Representative (Affiant) Date

Derek Dykes - President
 Printed or Typed Name and Title of Authorized Representative (Affiant)

STATE OF FLORIDA
 COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 27 day of SEPTEMBER, 2023, by DEREK DYKES as PRESIDENT for BLACKWATER CONSTRUCTION SERVICES, whose name is subscribed to this instrument, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation / LLC.

(In the last three blanks fill in the name of the Officer acknowledging this document, title of Officer / Manager, and name of the Corporation or LLC)

[Signature] Nicholas A. Yaeger
 Signature of Notary Public - State of Florida Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known X OR Produced Identification _____

Type of Identification Produced: _____

END OF SECTION

Millennium Park – Phase 1 & 2

**UNAUTHORIZED (ILLEGAL)
 ALIEN WORKERS AFFIDAVIT**

00456-1

SECTION 00458

E-VERIFY COMPLIANCE AFFIDAVIT

Project Name: Millennium Park Phase 1 and 2

Bid No.: _____

The Affiant identified below attests to the following:

1. That the Contractor is currently in compliance with and throughout the term of the above identified project and will remain in compliance with Executive Order 11-02, issued by the Office of the Governor, State of Florida, requiring the use of the Department of Homeland Security's Status Verification ("E-Verify") System to ensure that all employees of the Contract and the Contractor's subcontractors performing work under the above-listed Contract are legally permitted to work in the United States.
2. Each Contractor that performs work under the Project referenced above shall provide the Owner a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program.
3. The Contractor will register and participate in the work status verification for all newly hired employees of the contractor and for all subcontractors performing work on the above-listed Contract.
4. The Contractor agrees to maintain records of its compliance with the verification requirements as outlined in this Affidavit and, upon request of the any Authority having jurisdiction over the Project, including, but not limited to, the State of Florida, agrees to provide a copy of each such verification to that Authority.
5. That all persons assigned by the Contractor or its subcontractors to perform work under the above identified project will meet the employment eligibility requirements as established by the Federal Government and the government of the State of Florida.
6. That the Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontracts performing work under the above identified project are legally authorized to work in the United States and the State of Florida constitute a breach of contract for which the Owner may immediately terminate the Contract without notice and without penalty. Contractor further understands and agrees that in the event of such termination, the Contractor shall be liable to the Owner for any costs incurred by the Owner as a result of the Contractor's breach.
7. That for the purposes of this Affidavit, the following definitions apply:

"Employee" – Any person who is hired to perform work in the State of Florida.

"Status Verification System" – the procedures developed under the Illegal Immigration Reform and Immigration Responsibility Act of 1996, operated by the Department of Homeland Security and known as the "E-Verify Program", or any successor electronic verification system that may replace the E-Verify Program.

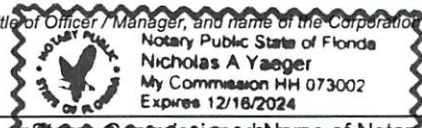
Blackwater Construction Services LLC
Contractor
[Signature]
Signature of Authorized Representative (Affiant) 9/27/2023 Date
Derek Dykes - President
Printed or Typed Name and Title of Authorized Representative (Affiant)

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 27 day of SEPTEMBER, 2023, by DEREK DYKES as PRESIDENT for BLACKWATER CONSTRUCTION SERVICES, whose name is subscribed to this instrument, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation / LLC.

(In the last three blanks fill in the name of the Officer acknowledging this document, title of Officer / Manager, and name of the Corporation or LLC)

[Signature]
Signature of Notary Public - State of Florida
Personally Known X OR Produced Identification _____
Type of Identification Produced: _____



END OF SECTION

SECTION 00460

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

By executing this Certification, the undersigned Contractor certifies that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the Owner.

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the Owner be held liable for the actions or omissions of the Contractor or any other party or parties to the Agreement for failure to comply with the ADA. The Contractor agrees to hold harmless and indemnify the Owner, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the Contractor's acts or omissions in connection with the ADA.

Blackwater Construction Services LLC
Contractor

Derek Dykes - President
Signature of Authorized Representative (Affiant)

9/27/2023
Date

Derek Dykes - President
Printed or Typed Name and Title of Authorized Representative (Affiant)

STATE OF FLORIDA

COUNTY OF ALACHUA

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(In the last three blanks fill in the name of the Officer acknowledging this document, title of Officer / Manager, and name of the Corporation or LLC)

Nicholas A. Yaeger
Signature of Notary Public - State of Florida

Nicholas A Yaeger
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known X

OR Produced Identification

Type of Identification Produced:

END OF SECTION

Millennium Park - Phase 1 & 2

AMERICANS WITH DISABILITIES ACT
AFFIDAVIT

00460-1

SECTION 00462

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Project Name: Millennium Park – Phase 1 & 2

Bid No.: _____

Note: This certification is required by 41 *Code of Federal Regulations* Section 60-1.7(b) and is applicable to all federal or state assisted construction contracts and subcontracts with a price exceeding \$10,000; this certification is to be included in all federal assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.] See 2 *Code of Federal Regulations*. Part 200, Appendix II(C). The use of the term "Contractor" herein shall mean the Prime Contractors or Subcontractor executing this document.

The Bidder hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 *Code of Federal Regulations* Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrow on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance or guarantee, or any application or modification thereof approved by the Federal Government for a grant, contract, loan, insurance, or guarantee under which the Contractor itself participates in the construction work.

During the performance of the contract, the Bidder (Contractor) agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Bidder / Contractor will, in all solicitation or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other

Millennium Park – Phase 1 & 2

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

00462-1

employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order Numbers 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by the Executive Order Number 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by representative of the City of Sanford and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contract or federally assisted construction contracts in accordance with procedures authorized in Executive Order Numbers 11246 of September 24, 1965, and such other sanctions may imposed and remedies invoked as provided in the Executive Order Numbers 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order/work order (by whatever name) unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order Number 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order/work order (by whatever name) as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The Contractor agrees that it will assist

and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order Number 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the cited Executive Orders and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of Executive Order Number 1246 of September 24, 1965.

In addition, the Bidder / Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

Blackwater Construction Services LLC 82-2712584
Bidder (Prospective Construction Contractor) Employer Identification Number
[Signature] 9/27/2023
Signature of Authorized Representative (Affiant) Date

Derek Dykes - President
Printed or Typed Name and Title of Authorized Representative (Affiant)

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of X physical presence or online notarization, this 27 day of SEPTEMBER, 2023, by DEREK DYKES as PRESIDENT for BLACKWATER CONSTRUCTION SERVICES, whose name is subscribed to this instrument, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation / LLC.

(In the last three blanks fill in the name of the Officer acknowledging this document, title of Officer / Manager, and name of the Corporation or LLC)

[Signature] [Stamp]
Signature of Notary Public - State of Florida Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known X OR Produced Identification

Type of Identification Produced:

END OF SECTION

Millennium Park – Phase 1 & 2

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

00462-3

SECTION 00463

CERTIFICATION REGARDING DEBARMENT

Project Name: Millennium Park – Phase 1 & 2

Bid No.: _____

The Bidder certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracting with any federal department or agency. The City reserves the right to reject any bid from a debarred or suspended Bidder or from a Bidder whose principals are debarred or suspended.

Where the Bidder is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The Bidder also certifies that it and its principals and the Bidder's subcontractors and their principals:

1. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
2. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 11.3.1 of this certification; and
3. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause or default. Where the Bidder is unable to certify to any of the above, such owner shall attach an explanation to this proposal.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The Bidder shall incorporate the foregoing requirements 1 through 3 in all subcontracts.

Blackwater Construction Services LLC 82-2712584
Bidder (Prospective Construction Contractor) Employer Identification Number
Signature of Authorized Representative (Affiant) 9/27/2023 Date
Derek Dykes - President
Printed or Typed Name and Title of Authorized Representative (Affiant)

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online
notarization, this 27 day of SEPTEMBER, 2023, by DEREK DYKES
as PRESIDENT for BLACKWATER CONSTRUCTION SERVICES
whose name is subscribed to this instrument, who personally swore or affirmed
that he/she is authorized to execute this document and thereby bind the Corporation / LLC.

(In the last three blanks fill in the name of the Officer acknowledging this document, title of Officer / Manager, and name of the Corporation or LLC)

Signature of Notary Public - State of Florida Nicholas A Yaeger
Print, Type, or Stamp Commissioned Name of Notary Public My Commission HH 073002
September 17, 2024

Personally Known X OR Produced Identification

Type of Identification Produced:

END OF SECTION

SECTION 00465

SCHEDULE OF PROPOSED SUBCONTRACTORS

Project Name: Millennium Park – Phase 1 & 2

Bid No.: _____

Does the Bidder propose to use Subcontractors on the above identified Project (Y/N): Y

If the Bidder proposes to use Subcontractors, provide information on each Subcontractor (attach additional sheets as necessary):

Subcontractor Name CT Electric & Utility
Subcontractor Address Newberry FL
Subcontractor Contact Name Chris Torrence
Contact Phone No. 352-727-0267
Contact E-Mail Address chris@ctelectric.com
Proposed Subcontract Work Electrical
Approximate Dollar Value of Work \$ 368,000⁰⁰
Is Subcontractor MBE/WBE (Y/N)? N

Subcontractor Name Alex Cor Inc
Subcontractor Address 425 Flatwoods Rd Leesburg FL 34748
Subcontractor Contact Name Jack Adams
Contact Phone No. 352-326-9566
Contact E-Mail Address jack@alexcorinc.com
Proposed Subcontract Work Concrete and Masonry
Approximate Dollar Value of Work \$550,000
Is Subcontractor MBE/WBE (Y/N)? N

Millennium Park – Phase 1 & 2

SCHEDULE OF PROPOSED SUBCONTRACTORS

00465-1

Subcontractor Name	ALL-Rite Fence
Subcontractor Address	Orlando, FL
Subcontractor Contact Name	Mike Schepper
Contact Phone No.	407-295-7093
Contact E-Mail Address	
Proposed Subcontract Work	Fencing
Approximate Dollar Value of Work	\$208,500 ⁰⁰
Is Subcontractor MBE/WBE (Y/N)?	N

Subcontractor Name	Mann Utilities
Subcontractor Address	Ocala, FL
Subcontractor Contact Name	Greg Mann
Contact Phone No.	352-266-6818
Contact E-Mail Address	
Proposed Subcontract Work	Site Utilities
Approximate Dollar Value of Work	\$1,110,000 ⁰⁰
Is Subcontractor MBE/WBE (Y/N)?	N

Subcontractor Name	United Land Services
Subcontractor Address	Jacksonville, FL
Subcontractor Contact Name	
Contact Phone No.	904-829-9255
Contact E-Mail Address	
Proposed Subcontract Work	Landscaping + Irrigation
Approximate Dollar Value of Work	\$1,630,000 ⁰⁰
Is Subcontractor MBE/WBE (Y/N)?	N.

Subcontractor Name _____

Subcontractor Address _____

Subcontractor Contact Name _____

Contact Phone No. _____

Contact E-Mail Address _____

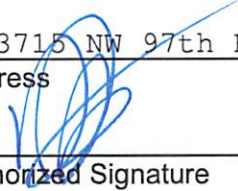
Proposed Subcontract Work _____

Approximate Dollar Value of Work _____

Is Subcontractor MBE/WBE (Y/N)? _____

Blackwater Construction Services LLC
 Name of Bidder _____

3715 NW 97th Blvd Ste B Gainesville FL 32606
 Address City State Zip Code


 Authorized Signature _____

Derek Dykes - President
 Printed Name and Title _____

END OF SECTION

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Blackwater Construction Services, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

3715 NW 97th Blvd. Ste. B

6 City, state, and ZIP code

Gainesville, FL 32606

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

8 2 - 2 7 1 2 5 8 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Derek Dykes

Date ► 02/07/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DYKES, DEREK STEVEN

BLACKWATER CONSTRUCTION SERVICES, LLC
3715 NW 97TH BLVD., STE. B
GAINESVILLE FL 32606

LICENSE NUMBER: CGC1533394

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida

Department of State

I certify from the records of this office that BLACKWATER CONSTRUCTION SERVICES, LLC is a limited liability company organized under the laws of the State of Florida, filed on September 5, 2017.

The document number of this limited liability company is L17000188326.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on January 19, 2023, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Nineteenth day of January,
2023*




Secretary of State

Tracking Number: 2237538530CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Exhibit 5

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID REVIEW BREAKDOWN
DATE: 10/4/2023



CARR & COLLIER, INC.



BLACKWATER
CONSTRUCTION SERVICES

BLACKWATER
CONSTRUCTION SERVICES

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A-1	Bonds and Insurance	LS	1	\$ 220,000.00	\$ 220,000.00	\$ 147,000.00	\$ 153,247.50
A-2	Mobilization	LS	1	\$ 1,060,000.00	\$ 1,060,000.00	\$ 552,500.00	\$ 575,981.25
A-3	Preconstruction Topographic Surveying	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 30,000.00	\$ 31,275.00
A-4	Record Drawings	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 20,000.00	\$ 20,850.00
A-5	Demobilization, Cleanup, Project Closeout (Incl. Material and Workmanship Bond)	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 25,000.00	\$ 26,062.50
A-6	Preconstruction Video	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 7,500.00	\$ 7,818.15
A-7	Temporary Traffic Control - Millennium Park	LS	1	\$ 13,500.00	\$ 13,500.00	\$ 11,500.00	\$ 11,988.75
A-8	Temporary Traffic Control - Powell Rd.	LS	1	\$ 13,500.00	\$ 13,500.00	\$ 9,000.00	\$ 9,382.50
A-9	Erosion and Sediment Control	LS	1	\$ 21,691.00	\$ 21,691.00	\$ 22,400.00	\$ 23,352.00
A-10	Silt Fence	LF	10450	\$ 4.00	\$ 41,800.00	\$ 0.99	\$ 10,789.27
A-11	Clearing and Grubbing	LS	1	\$ 71,941.00	\$ 71,941.00	\$ 160,000.00	\$ 166,800.00
A-12	Demolition - Existing Driveway Aprons, Crushed Asphalt Parking Area, Concrete Pad at New Racquetball Court, Misc. Portions of Dirt Trail	LS	1	\$ 109,352.80	\$ 109,352.80	\$ 52,000.00	\$ 54,210.00
B-1	Regular Excavation (ACAD Measurement Based on LIDAR Data and Proposed Elevations and 25% Increase to ACAD Measurement)	CY	27865	\$ 6.00	\$ 167,190.00	\$ 3.65	\$ 101,672.45
B-2	Embankment (Fill Placement) ACAD Measurement Based on LIDAR Data and Proposed Elevations and 25% Increase to ACAD Measurement)	CY	26061.3	\$ 14.00	\$ 364,858.20	\$ 7.32	\$ 229,084.37
B-3	Borrow Material (Allowance)	CY	10000	\$ 28.00	\$ 280,000.00	\$ 15.64	\$ 156,375.00
B-4	Allowance - Additional Earthwork (If Needed)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 50,000.00	\$ 52,125.00
B-5	8" Stabilized Subgrade or 4" Crushed Concrete Subgrade (Furnish and Install) (Trail, Cart Path)	SY	11176	\$ 16.00	\$ 178,816.00	\$ 7.19	\$ 80,391.76
B-6	12" Stabilized Subgrade or 6" Crushed Concrete Subgrade (Furnish and Install) (Road, Turn Lane, Parking Lots, Turnaround Area)	SY	21824	\$ 16.00	\$ 349,184.00	\$ 7.92	\$ 172,911.55
B-7	6" Limerock Base or 6" Crushed Concrete Base (Furnish and Install) (Road, Parking Lots, Trail, Cart Path)	SY	19734	\$ 22.00	\$ 434,148.00	\$ 13.55	\$ 267,445.04
B-8	10" Limerock Base or 10" Crushed Concrete Base (Furnish and Install) (Turn Lane)	SY	563	\$ 35.00	\$ 19,705.00	\$ 18.77	\$ 10,564.70
B-9	Asphalt Surface Course, Type SP 9.5 (1") (Furnish and Install) (Trail, Cart Path)	TN	426	\$ 250.00	\$ 106,500.00	\$ 224.14	\$ 95,482.58
B-10	Asphalt Surface Course, Type SP 12.5 (1.5") (Furnish and Install) (Road, Turn Lane, Parking Lots)	TN	1599	\$ 236.00	\$ 377,364.00	\$ 244.99	\$ 391,735.00
B-11	Asphalt Friction Course, Type SP 12.5 (1.5") (Traffic C) (PG 76-22) (Furnish and Install) (Turn Lane)	TN	46	\$ 719.00	\$ 33,074.00	\$ 244.99	\$ 11,269.43
B-12	Ditch Bottom Inlet Type C (P-Bottom) (<10') (Furnish and Install)	EA	14	\$ 7,726.00	\$ 108,164.00	\$ 4,500.00	\$ 71,977.50
B-13	Ditch Bottom Inlet Type C (P-Bottom With Sump) (<10') (Furnish and Install)	EA	1	\$ 7,726.00	\$ 7,726.00	\$ 7,000.00	\$ 7,997.50
B-14	Ditch Bottom Inlet Type C (J-Bottom) (<10') (Furnish and Install)	EA	1	\$ 8,375.00	\$ 8,375.00	\$ 4,500.00	\$ 5,141.25
B-15	Ditch Bottom Inlet Type D (P-Bottom) (<10') (Furnish and Install)	EA	1	\$ 9,122.00	\$ 9,122.00	\$ 6,000.00	\$ 6,855.00
B-16	Ditch Bottom Inlet Type D (J-Bottom) (<10') (Furnish and Install)	EA	3	\$ 12,121.00	\$ 36,363.00	\$ 6,000.00	\$ 20,565.00
B-17	Ditch Bottom Inlet Type D (J-Bottom With Sump) (<10') (Furnish and Install)	EA	2	\$ 12,121.00	\$ 24,242.00	\$ 6,000.00	\$ 13,710.00
B-18	Type P-8 Manhole (<10') (Furnish and Install)	EA	4	\$ 8,299.00	\$ 33,196.00	\$ 5,000.00	\$ 22,850.00
B-19	Type J-8 Manhole (<10') (Furnish and Install)	EA	3	\$ 10,717.00	\$ 32,151.00	\$ 9,800.00	\$ 33,589.50
B-20	Nyoplast or Equal Drain Basin (8") (<10') (Furnish and Install)	EA	3	\$ 1,368.00	\$ 4,104.00	\$ 864.00	\$ 2,961.36
B-21	Nyoplast or Equal Drain Basin (10") (<10') (Furnish and Install)	EA	6	\$ 1,598.00	\$ 9,588.00	\$ 1,000.00	\$ 6,855.00
B-22	Nyoplast or Equal Drain Basin (12") (<10') (Furnish and Install)	EA	2	\$ 2,007.00	\$ 4,014.00	\$ 1,300.00	\$ 2,970.50

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID REVIEW BREAKDOWN
DATE: 10/4/2023



CARR & COLLIER, INC.



BLACKWATER
CONSTRUCTION SERVICES

BLACKWATER
CONSTRUCTION SERVICES

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
B-23	Nyoplast or Equal Drain Basin (15") (<10') (Furnish and Install)	EA	2	\$ 2,560.00	\$ 5,120.00	\$ 1,800.00	\$ 4,113.00
B-24	Nyoplast or Equal Drain Basin (24") (<10') (Furnish and Install)	EA	1	\$ 3,427.00	\$ 3,427.00	\$ 2,400.00	\$ 2,742.00
B-25	Concrete Mitered End Section (12") (Furnish and Install)	EA	1	\$ 2,517.00	\$ 2,517.00	\$ 1,200.00	\$ 1,371.00
B-26	Concrete Mitered End Section (18") (Furnish and Install)	EA	4	\$ 3,417.00	\$ 13,668.00	\$ 1,900.00	\$ 8,683.00
B-27	Concrete Mitered End Section (24") (Furnish and Install)	EA	2	\$ 62,346.00	\$ 124,692.00	\$ 2,400.00	\$ 5,484.00
B-28	Concrete Mitered End Section (30") (Furnish and Install)	EA	1	\$ 6,657.00	\$ 6,657.00	\$ 2,900.00	\$ 3,313.25
B-29	Concrete Mitered End Section (36") (Furnish and Install)	EA	1	\$ 71,337.00	\$ 71,337.00	\$ 2,900.00	\$ 3,313.25
B-30	Concrete Mitered End Section (12"x18") (Furnish and Install)	EA	2	\$ 6,498.00	\$ 12,996.00	\$ 1,200.00	\$ 2,742.00
B-31	Concrete Mitered End Section (19"x30") (Furnish and Install)	EA	4	\$ 7,581.00	\$ 30,324.00	\$ 2,500.00	\$ 11,425.00
B-32	8" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	141	\$ 48.00	\$ 6,768.00	\$ 19.00	\$ 3,060.76
B-33	10" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	614	\$ 49.00	\$ 30,086.00	\$ 23.00	\$ 16,134.39
B-34	12" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	303	\$ 50.00	\$ 15,150.00	\$ 25.00	\$ 8,654.44
B-35	15" Storm Sewer (Corrugated HDPE) (Furnish and Install)	LF	649	\$ 55.00	\$ 35,695.00	\$ 29.00	\$ 21,502.99
B-36	18" Storm Sewer (RCP) (Furnish and Install)	LF	1745	\$ 104.00	\$ 181,480.00	\$ 63.00	\$ 125,600.74
B-37	24" Storm Sewer (RCP) (Furnish and Install)	LF	614	\$ 143.00	\$ 87,802.00	\$ 93.00	\$ 65,239.04
B-38	30" Storm Sewer (RCP) (Furnish and Install)	LF	145	\$ 189.00	\$ 27,405.00	\$ 129.00	\$ 21,370.46
B-39	36" Storm Sewer (RCP) (Furnish and Install)	LF	496	\$ 227.00	\$ 112,592.00	\$ 172.00	\$ 97,468.96
B-40	12"x18" Storm Sewer (ERCP) (Furnish and Install)	LF	46	\$ 126.00	\$ 5,796.00	\$ 78.00	\$ 4,099.29
B-41	19"x30" Storm Sewer (ERCP) (Furnish and Install)	LF	154	\$ 213.00	\$ 32,802.00	\$ 112.00	\$ 19,705.84
B-42	Underdrain Type II (12" PVC, Aggregate, Filter Fabric) (Furnish and Install)	LF	698	\$ 114.00	\$ 79,572.00	\$ 95.00	\$ 75,759.18
B-43	Underdrain Header Pipe (12" PVC) (Furnish and Install)	LF	397	\$ 106.00	\$ 42,082.00	\$ 35.00	\$ 15,875.04
B-44	Underdrain Cleanouts (Furnish and Install)	EA	26	\$ 1,866.00	\$ 48,516.00	\$ 95.00	\$ 2,821.98
B-45	Concrete Curb and Gutter, Type 'F' (Furnish and Install)	LF	422	\$ 32.00	\$ 13,504.00	\$ 31.28	\$ 13,198.05
B-46	Concrete Valley Gutter (Furnish and Install)	LF	391	\$ 39.00	\$ 15,249.00	\$ 31.28	\$ 12,228.53
B-47	Standard Concrete Sidewalk (Including Ramps and Warning Mats), Bench, and Trash Receptacle Concrete Pads (4") (Furnish and Install)	SY	70	\$ 69.00	\$ 4,830.00	\$ 65.68	\$ 4,597.43
B-48	Concrete Sidewalk (4" With Thickened Edge) (Furnish and Install)	SY	485	\$ 104.00	\$ 50,440.00	\$ 65.68	\$ 31,853.59
B-49	Misc. Concrete Pads (6") (Furnish and Install)	SY	417	\$ 78.00	\$ 32,526.00	\$ 93.83	\$ 39,125.03
B-50	Standard Concrete (6") (Furnish and Install) (Trail Crossing at Access Rd)	SY	236	\$ 78.00	\$ 18,408.00	\$ 93.83	\$ 22,142.70
B-51	Heavy Duty Concrete (7") (Furnish and Install) (Food Truck Parking Area and Driveway and Concession Building and Restroom Concrete)	SY	2326	\$ 78.00	\$ 181,428.00	\$ 99.04	\$ 230,361.23
B-52	Concrete Rip Rap (At Pond Bottom At MES)	SY	134	\$ 185.00	\$ 24,790.00	\$ 26.06	\$ 3,492.38
B-53	Wheel Stops	EA	239	\$ 106.00	\$ 25,334.00	\$ 62.55	\$ 14,949.45
B-54	Three Rail Wood Fence (4 ft) (Furnish and Install) (Along Powell Rd.)	LF	485	\$ 22.00	\$ 10,670.00	\$ 57.34	\$ 27,808.69
B-55	Tennis Court Construction (Sub-base, Base, Concrete, Painting, Striping)	LS	1	\$ 211,586.00	\$ 211,586.00	\$ 119,000.00	\$ 119,000.00
B-56	Street Signs and Posts (Furnish and Install)	EA	27	\$ 651.00	\$ 17,577.00	\$ 364.88	\$ 9,851.63
B-57	Wayfinding Signage	LS	1	\$ 6,503.00	\$ 6,503.00	\$ 15,000.00	\$ 15,637.50
B-58	Painted Pavement Markings (4" White at Parking Stalls) (Furnish and Install)	LF	4338	\$ 1.00	\$ 4,338.00	\$ 2.97	\$ 12,888.74
B-59	Painted Pavement Markings (6" Blue at ADA Parking Stalls) (Furnish and Install)	LF	216	\$ 2.00	\$ 432.00	\$ 13.59	\$ 2,934.36

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID REVIEW BREAKDOWN
DATE: 10/4/2023



CARR & COLLIER, INC.



BLACKWATER
CONSTRUCTION SERVICES

BLACKWATER
CONSTRUCTION SERVICES

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
B-60	Painted Pavement Markings (6" White at ADA Parking Stalls) (Furnish and Install)	LF	264	\$ 1.00	\$ 264.00	\$ 3.08	\$ 811.90
B-61	ADA Parking Aisle Striping and Handicap Symbol (Painted) (Furnish and Install)	EA	6	\$ 103.00	\$ 618.00	\$ 234.56	\$ 1,407.38
B-62	Thermoplastic, Std, White, Solid 12"	LF	101	\$ 7.00	\$ 707.00	\$ 4.69	\$ 473.82
B-63	Thermoplastic, Std, White, Solid, 24"	LF	206	\$ 12.00	\$ 2,472.00	\$ 4.69	\$ 966.40
B-64	Thermoplastic, Standard, White, Arrow	EA	11	\$ 116.00	\$ 1,276.00	\$ 78.19	\$ 860.06
B-65	Thermoplastic, Std-Op, Yellow, Solid, 12"	LF	393	\$ 10.00	\$ 3,930.00	\$ 4.69	\$ 1,843.66
B-66	Thermoplastic, Std-Op, Yellow, Solid, 6"	LF	1200	\$ 3.00	\$ 3,600.00	\$ 3.08	\$ 3,690.45
C-1	Remove Existing Inactive 6" Force Main	LF	505	\$ 17.00	\$ 8,585.00	\$ 6.00	\$ 3,461.78
C-2	Remove Existing 12" Water Main	LF	1011	\$ 17.00	\$ 17,187.00	\$ 12.00	\$ 13,860.81
C-3	Remove Existing 8" Sanitary Sewer	LF	819	\$ 17.00	\$ 13,923.00	\$ 15.00	\$ 14,035.61
C-4	Remove Existing Sanitary Sewer Manhole	EA	2	\$ 13,347.00	\$ 26,694.00	\$ 1,500.00	\$ 3,427.50
C-5	1" Water Service Line (Open Cut or Dir. Drill) (PE) (Furnish and Install)	LF	218	\$ 24.00	\$ 5,232.00	\$ 15.00	\$ 3,735.98
C-6	4" Water Main (Open Cut) (DI) (Restrained) (Furnish and Install)	LF	180	\$ 170.00	\$ 30,600.00	\$ 40.00	\$ 8,226.00
C-7	8" Water Main (Open Cut) (PVC) (Unrestrained) (Furnish and Install)	LF	151	\$ 99.00	\$ 14,949.00	\$ 41.00	\$ 7,073.22
C-8	8" Water Main (Open Cut) (PVC) (Restrained) (Furnish and Install)	LF	216	\$ 113.00	\$ 24,408.00	\$ 45.00	\$ 11,105.10
C-9	12" Water Main (Open Cut) (PVC) (Unrestrained) (Furnish and Install)	LF	848	\$ 130.00	\$ 110,240.00	\$ 69.00	\$ 66,849.96
C-10	12" Water Main (Open Cut) (PVC) (Restrained) (Furnish and Install)	LF	627	\$ 166.00	\$ 104,082.00	\$ 69.00	\$ 49,427.98
C-11	4" D.I. Bends (45, 90) (Water Main) (Furnish and Install)	EA	6	\$ 664.00	\$ 3,984.00	\$ 585.00	\$ 4,010.18
C-12	8" D.I. Bends (45, 90) (Water Main) (Furnish and Install)	EA	5	\$ 931.00	\$ 4,655.00	\$ 865.00	\$ 4,941.31
C-13	12" D.I. Bends (11.25, 22.5, 45, 90) (Water Main) (Furnish and Install)	EA	7	\$ 1,535.00	\$ 10,745.00	\$ 890.00	\$ 7,117.78
C-14	12" D.I. Tee (12"x4", 12"x6") (Water Main) (Furnish and Install)	EA	3	\$ 930.00	\$ 2,790.00	\$ 890.00	\$ 3,050.48
C-15	12" D.I. Wye / Tee (12"x12") (Water Main) (Furnish and Install)	EA	2	\$ 2,450.00	\$ 4,900.00	\$ 890.00	\$ 2,033.65
C-16	8" D.I. Plug / Cap (Water Main) (Furnish and Install)	EA	1	\$ 2,085.00	\$ 2,085.00	\$ 1,500.00	\$ 1,713.75
C-17	12" D.I. Plug / Cap (Water Main) (Furnish and Install)	EA	3	\$ 2,198.00	\$ 6,594.00	\$ 2,000.00	\$ 6,855.00
C-18	Temporary Jumper Connection (Furnish and Install, Remove)	EA	1	\$ 6,756.00	\$ 6,756.00	\$ 5,875.00	\$ 6,712.19
C-19	12" x 1" Service Saddle and Corp. Stop (Furnish and Install)	EA	2	\$ 2,048.00	\$ 4,096.00	\$ 1,650.00	\$ 3,770.25
C-20	12" x 8" Tapping Sleeve and Valve (Furnish and Install)	EA	1	\$ 6,463.00	\$ 6,463.00	\$ 1,500.00	\$ 1,713.75
C-21	12" x 12" Tapping Sleeve and Valve (Furnish and Install)	EA	2	\$ 10,618.00	\$ 21,236.00	\$ 1,500.00	\$ 3,427.50
C-22	Close Valves, Connect to Existing 12" Water Main	EA	1	\$ 2,038.00	\$ 2,038.00	\$ 8,950.00	\$ 10,225.38
C-23	1" Gate Valve	EA	2	\$ 780.00	\$ 1,560.00	\$ 250.00	\$ 571.25
C-24	Fire Hydrant Assembly (Furnish and Install)	EA	2	\$ 8,300.00	\$ 16,600.00	\$ 8,500.00	\$ 19,422.50
C-25	Blowoff Assembly (Furnish and Install)	EA	2	\$ 2,887.00	\$ 5,774.00	\$ 1,500.00	\$ 3,427.50
C-26	Fire Department Connection (4") (Furnish and Install)	EA	1	\$ 9,739.00	\$ 9,739.00	\$ 2,300.00	\$ 2,627.75
C-27	Line Stop Assembly, 12" (Furnish and Install) (If Needed)	EA	2	\$ 9,643.00	\$ 19,286.00	\$ 1,500.00	\$ 3,427.50
C-28	Install Thrust Collar, Cut and Cap Existing 12" Water Main	EA	2	\$ 2,207.00	\$ 4,414.00	\$ 1,500.00	\$ 3,427.50
C-29	Bypass Pumping (Sanitary Sewer)	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 25,000.00	\$ 28,562.50
C-30	8" Sanitary Sewer Line (Open Cut) (PVC) (Furnish and Install)	LF	1703	\$ 60.00	\$ 102,180.00	\$ 29.00	\$ 56,424.65
C-31	Sanitary Sewer Manhole (Furnish and Install)	EA	7	\$ 17,227.00	\$ 120,589.00	\$ 8,600.00	\$ 68,778.50
C-32	Connect to Existing Sanitary Sewer Manhole	EA	2	\$ 2,403.00	\$ 4,806.00	\$ 1,000.00	\$ 2,285.00

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID REVIEW BREAKDOWN
DATE: 10/4/2023



CARR & COLLIER, INC.



BLACKWATER
CONSTRUCTION SERVICES

BLACKWATER
CONSTRUCTION SERVICES

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
C-33	4" Backflow Preventer Assembly	EA	1	\$ 8,430.00	\$ 8,430.00	\$ 9,500.00	\$ 10,853.75
D-1	Sports Fields Amenities (Base Set, Home Plate, Pitchers Rubber, Dugout Bench, Foul Poles, Batting Cage, Fence Cap, Pickleball Net Posts and Net, Goal Posts, Net Backstop System) (Furnish and Install)	LS	1	\$ 113,917.00	\$ 113,917.00	\$ 242,897.00	\$ 253,220.12
D-2	Chain Link Fence - Softball Fields (Vinyl Coated Black) (With Fence Cap) (6-ft) (Furnish and Install)	LF	2120	\$ 74.00	\$ 156,880.00	\$ 35.45	\$ 75,143.40
D-3	Chain Link Fence With Windscreen (Vinyl Coated Black) (10-ft) (Furnish and Install)	LF	488	\$ 133.00	\$ 64,904.00	\$ 41.70	\$ 20,349.60
D-4	Black Netting Backstop (25' Ht) (Furnish and Install)	LF	400	\$ 576.00	\$ 230,400.00	\$ 36.49	\$ 14,595.00
D-5	Pedestrian Chain Link Fence Gate (Vinyl Coated Black) (3-ft Opening, 6-Ft) (Furnish and Install)	EA	4	\$ 6,487.00	\$ 25,948.00	\$ 781.88	\$ 3,127.50
D-6	Double Swing Chain Link Fence Gate (Vinyl Coated Black) (12-ft Opening, 6-Ft) (Furnish and Install)	EA	2	\$ 1,301.00	\$ 2,602.00	\$ 2,090.00	\$ 4,180.00
D-7	Bahia Sod for Disturbed Areas	SY	63221	\$ 7.00	\$ 442,547.00	\$ 4.20	\$ 276,813.15
D-8	Tennis Court Chain Link Fence Gate With Windscreen (Vinyl Coated Black) (4-ft Opening, 10-Ft) (Furnish and Install)	EA	1	\$ 1,594.00	\$ 1,594.00	\$ 44,674.25	\$ 44,674.25
D-9	Litter Receptacle With Dome Lid	EA	19	\$ 2,468.00	\$ 46,892.00	\$ 1,876.50	\$ 35,653.50
D-10	Bench	EA	27	\$ 3,676.00	\$ 99,252.00	\$ 1,824.38	\$ 49,258.13
D-11	Drake' Chinese Elm 2.5" Cal., 10' Min. Ht., 4' Min. Sprd.	EA	42	\$ 1,127.00	\$ 47,334.00	\$ 539.87	\$ 23,638.21
D-12	Dahoon Holly 2" Cal., 8' Min. Ht., 4' Min., Sprd	EA	25	\$ 1,040.00	\$ 26,000.00	\$ 491.88	\$ 12,819.62
D-13	Red Maple 3" Cal., 10' Min. Ht., 5' Min. Sprd	EA	21	\$ 780.00	\$ 16,380.00	\$ 520.25	\$ 11,389.57
D-14	Muskogee Crape Myrtle 8' Min. Ht., 4' Min. Sprd.	EA	37	\$ 694.00	\$ 25,678.00	\$ 266.26	\$ 10,270.31
D-15	Cathedral Oak 6" Cal., 20' Min. Ht., 10' Min. Sprd.	EA	26	\$ 3,466.00	\$ 90,116.00	\$ 2,529.45	\$ 68,560.74
D-16	Live Oak 3" Cal., 12' Min. Ht., 6' Min. Sprd.	EA	50	\$ 1,387.00	\$ 69,350.00	\$ 618.35	\$ 32,231.49
D-17	Twilight Crape Myrtle 8' Min. Ht., 4' Min. Sprd.	EA	41	\$ 607.00	\$ 24,887.00	\$ 276.07	\$ 11,799.92
D-18	Dynamite Crape Myrtle, 8' Min. Ht., 4' Min. Sprd.	EA	22	\$ 650.00	\$ 14,300.00	\$ 266.26	\$ 6,106.67
D-19	Black Diamond Crape 8' Min. Ht., 4' Min. Sprd.	EA	3	\$ 694.00	\$ 2,082.00	\$ 383.97	\$ 1,200.87
D-20	Natchez Crape Myrtle 8' Min. Ht., 4' Min. Sprd.	EA	24	\$ 624.00	\$ 14,976.00	\$ 266.26	\$ 6,661.83
D-21	Cabbage Palm 16' - 26' Ct., Vary Heights, 32 Slick Trunks, 15' O.C. Where Clustered	EA	32	\$ 694.00	\$ 22,208.00	\$ 317.76	\$ 10,600.47
D-22	Silver Palmetto, 1 Gal., Full, 24" O.C.	EA	96	\$ 52.00	\$ 4,992.00	\$ 155.97	\$ 15,609.48
D-23	Cord Grass, 1 Gal., Full, 24" O.C.	EA	692	\$ 44.00	\$ 30,448.00	\$ 4.68	\$ 3,376.20
D-24	Swamp Sunflower, 1 Gal., Full, 24" O.C.	EA	76	\$ 52.00	\$ 3,952.00	\$ 6.45	\$ 511.03
D-25	Soft Rush, 1 Gal., Full, 24" O.C.	EA	217	\$ 40.00	\$ 8,680.00	\$ 5.72	\$ 1,241.24
D-26	Pickernelweed, 1 Gal., Full, 24" O.C.	EA	388	\$ 44.00	\$ 17,072.00	\$ 5.72	\$ 2,219.36
D-27	Bermuda 419 Grass (Baseball Fields and Soccer Field)	SY	47413	\$ 12.00	\$ 568,956.00	\$ 8.90	\$ 421,975.70
D-28	Baseball Infield Clay	SY	4913	\$ 54.00	\$ 265,302.00	\$ 12.00	\$ 61,609.02
D-29	Irrigation	LS	1	\$ 558,828.00	\$ 558,828.00	\$ 690,000.00	\$ 721,050.00
D-30	Seed and Mulch	SY	3394	\$ 2.00	\$ 6,788.00	\$ 2.25	\$ 7,980.14
E-1	Basketball Court Pre-Engineered Roof and Columns (Furnish and Install)	LS	1	\$ 877,733.00	\$ 877,733.00	\$ 395,498.00	\$ 412,306.67
E-2	Basketball Hoop Structures and Hoops (Furnish and Install)	LS	1	\$ 43,407.00	\$ 43,407.00	\$ 35,878.00	\$ 37,402.82

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID REVIEW BREAKDOWN
DATE: 10/4/2023



CARR & COLLIER, INC.



BLACKWATER
CONSTRUCTION SERVICES

BLACKWATER
CONSTRUCTION SERVICES

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
E-3	Basketball Court Furnishings (Bleachers, Benches, Tables, Water Fountains) (Furnish and Install)	LS	1	\$ 87,585.00	\$ 87,585.00	\$ 18,500.00	\$ 19,286.25
E-4	Basketball Court Floor and Foundation Including Column Footers (Furnish and Install)	LS	1	\$ 326,523.00	\$ 326,523.00	\$ 230,000.00	\$ 239,775.00
E-5	Riser Room Outside Basketball Courts (Furnish and Install)	LS	1	\$ 43,723.00	\$ 43,723.00	\$ 25,000.00	\$ 26,062.50
E-6	Basketball Courts Fire Protection System (Furnish and Install)	LS	1	\$ 129,960.00	\$ 129,960.00	\$ 95,000.00	\$ 99,037.50
E-7	Basketball Courts Plumbing (Water and Sewer) (Furnish and Install)	LS	1	\$ 17,950.00	\$ 17,950.00	\$ 7,500.00	\$ 7,818.75
E-8	Racquetball Court Block Walls, Door, Beams, Roof, and Foundation (Furnish and Install)	LS	1	\$ 162,741.00	\$ 162,741.00	\$ 202,000.00	\$ 210,585.00
E-9	Racquetball Court Floor (Furnish and Install)	LS	1	\$ 19,251.00	\$ 19,251.00	\$ 7,500.00	\$ 7,818.75
F-1	Electrical Panels and Field Lighting Cabinet, Service Rack, Power Rack (Furnish and Install)	LS	1	\$ 59,565.00	\$ 59,565.00	\$ 39,929.00	\$ 41,625.98
F-2	Misc. Electrical Including Conduit, Wire, and Appurtenances (Furnish and Install)	LS	1	\$ 773,262.00	\$ 773,262.00	\$ 199,440.00	\$ 207,916.20
F-3	Transformer - Coordinate With Duke Energy (Duke Energy to Install Transformer, Pad, Conduits, Pedestal and Appurtenances)	LS	1	\$ 3,249.00	\$ 3,249.00	\$ -	\$ -
F-4	Parking Lot Lights - Coordinate With Duke Energy (Duke Energy to furnish and install parking lot lights including poles, fixtures, foundation, connecting conduits, wires etc.)	LS	1	\$ 3,249.00	\$ 3,249.00	\$ -	\$ -
F-5	Street Lights - Coordinate With Duke Energy (Duke Energy to furnish and install parking poles, fixtures, foundation, connecting conduits, wires Etc.)	LS	1	\$ 3,249.00	\$ 3,249.00	\$ -	\$ -
F-6	Community Center Area Lights - Coordinate with Duke Energy - Duke Energy to furnish and install new fixtures (the new fixtures are to match those proposed with the internal roadway network).	LS	1	\$ 3,249.00	\$ 3,249.00	\$ -	\$ -
F-7	Single point connection for concession stand, fed from panel lpc-2.4. Verify exact location with owner for power source to enter the Concession stand. Provide 120/208v, 3 ph, 125a load center and coordinate load Locations with the City.	LS	1	\$ 10,830.00	\$ 10,830.00	\$ 2,100.00	\$ 2,189.25
F-8	Furnish and install 20a, weather proof gfci receptacle in each Dugout. Coordinate with the City on the exact location. Receptacles to be Fed out of panel lpc, (ckt-1).	LS	1	\$ 8,664.00	\$ 8,664.00	\$ 5,585.00	\$ 5,822.36
F-9	Basketball Court Electrical and Lighting, Control Boxes, Etc. (Furnish and Install)	LS	1	\$ 16,245.00	\$ 16,245.00	\$ 42,988.00	\$ 44,814.99
F-10	Tennis Court Electrical and Lighting Control Boxes, Etc. (Furnish and Install)	LS	1	\$ 16,245.00	\$ 16,245.00	\$ 77,838.00	\$ 81,146.12
TOTALS				\$ 12,230,700.00		\$ 8,034,947.22	

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID REVIEW BREAKDOWN
DATE: 10/4/2023



CARR & COLLIER, INC.



BLACKWATER
CONSTRUCTION SERVICES

BLACKWATER
CONSTRUCTION SERVICES

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
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BID ALTERNATES

ALT-1	Concrete Ribbon Curb	LF	6050	\$ 30.00	\$ 181,500.00	\$ 30.00	\$ 194,658.75
ALT-2	Three Rail Wood Fence (4 ft) (Furnish and Install) (Onsite Between the Grass Parking area and the new Trail)	LF	564	\$ 32.00	\$ 18,048.00	\$ 30.00	\$ 18,146.70
ALT-3	Compost/Organic Mix for Topsoil	CY	896	\$ 74.00	\$ 66,304.00		\$ 521,250.00
BID ALTERNATE TOTALS					\$ 265,852.00		\$ 734,055.45

BID CATEGORY BREAKDOWN

A	General			\$	1,694,284.80	\$	1,091,756.92
B	Earthwork, Roads, Parking Lots, & Stormwater			\$	4,199,850.20	\$	2,855,132.08
C	Water & Sewer Construction			\$	726,620.00	\$	436,583.56
D	Hardscape, Landscape, & Irrigation			\$	3,003,265.00	\$	2,207,866.52
E	Architectural, Fire Protection, & Plumbing			\$	1,708,873.00	\$	1,060,093.24
F	Electrical			\$	897,807.00	\$	383,514.90
ALT	Bid Alternates			\$	265,852.00	\$	734,055.45
TOTALS INCLUDING BID ALTERNATES				\$	12,496,552.00	\$	8,769,002.67

LEGEND

\$ 100.00	= Lowest price for a bid item or category.
\$ 100.00	= Total price is not a direct multiple of the unit price.
\$ -	= Item or unit price is not specifically listed in the bid.
\$ 100.00	= Total price was provided based on incorrect quantity.
\$ 100.00	= Unit price / total price appear to have a mistake based on expected price.

CITY OF WILDWOOD
MILLENNIUM PARK PHASE 1 & 2

CPH BID DOCUMENT CHECKLIST
DATE: 10/4/2023



SECTION # DOCUMENT DESCRIPTION		 CARR & COLLIER, INC.	 BLACKWATER CONSTRUCTION SERVICES
00410	PROPOSAL (BID FORM)	☒	☒
00420	BID BOND FORM	☒	☐
00430	TRENCH SAFETY FORM	☒	☒
00432	NON COLLUSION AFFIDAVIT	☒	☒
00434	CONFLICT OF INTEREST AFFIDAVIT	☒	☒
00436	FLORIDA STATUTES ON PUBLIC ENTITY CRIMES AFFIDAVIT	☒	☒
00438	COMPLIANCE WITH THE PUBLIC RECORDS LAW AFFIDAVIT	☒	☒
00440	BIDDER INFORMATION AND AFFIDAVIT	☒	☒
00450	CERTIFICATION OF NON-SEGREGATED FACILITIES FORM	☒	☒
00452	DISPUTES DISCLOSURE FORM	☒	☒
00454	DRUG FREE WORKPLACE FORM	☒	☒
00455	CERTIFICATION REGARDING NON-SCRUTINIZED COMPANIES	☒	☒
00456	UNAUTHORIZED ALIEN WORKERS AFFIDAVIT	☒	☒
00458	E-VERIFY COMPLIANCE AFFIDAVIT	☒	☒
00460	AMERICANS WITH DISABILITIES ACT AFFIDAVIT	☒	☒
00462	EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION	☒	☒
00463	CERTIFICATION REGARDING DEBARMENT	☒	☒
00465	SCHEDULE OF PROPOSED SUBCONTRACTORS	☒	☒
N/A	W-9 IDENTIFICATION NUMBER & CERTIFICATION	☒	☒
N/A	GENERAL CONTRACTING LICENSE	☒	☒
N/A	UNDERGROUND UTILITY & EXCAVATION CERTIFICATION	☒	☐
N/A	IRRIGATION CONTRACTOR LICENSE	☐	☐
N/A	CERTIFICATE OF LIABILITY INSURANCE	☒	☐
N/A	CERTIFICATE OF INCORPORATION (FL)	☐	☒

LEGEND

- ☐ = Document not provided
☒ = Document provided in an incomplete or unsatisfactory format
☒ = Document provided in a complete and acceptable format



CPH BID NOTES & RECOMMENDATION
DATE: 10/4/2023

CARR & COLLIER, INC. BID NOTES

1. Most complete bid, with no noted exclusions.
2. The costs provided for 24" and 36" mitered end sections appear to be a mistake. They are both at least 9 times more expensive than a 30" mitered end section in the same bid package.
3. The provided bid prices are higher for all categories except the bid alternates.
4. This is the highest cost of the 2 bids being considered by approximately 52%.
5. This bidder was the most inquisitive and responsive during the "out-to-bid" process.
6. Carr & Collier submitted all required documents with the bid package.

BLACKWATER CONSTRUCTION SERVICES BID NOTES

1. A square yard cost of \$3.15 (for 36,667 SY) of laser grading the fields was provided for a total price of \$120,408.75. This cost was provided outside the list of bid schedule items. For the purpose of this review, the laser grading of the fields was added to the Item B-2 unit price and total price.
2. Blackwater Construction assumes all costs associated with Duke Energy coordination at no cost to the City.
3. Blackwater Construction only provided a total price (no unit price) for the compost/organic topsoil mix. Dividing this price out by the provided quantity, they are charging approximately \$581.75 per cubic yard of topsoil mix.
4. The field topsoil mix (intended as a bid alternate) was added to the base bid price. The true base bid price (\$8,034,947.22) is less than indicated in the total bid price (\$8,556,197.69).
5. The majority of the total prices provided are not a direct multiple of the unit price and the quantity. Many of the total prices are higher than the unit price multiplied by the quantity but there are also a few instances where it is lower.
6. The cost provided for the tennis court chain link fence and gate with a wind screen appears to be a mistake. The price provided by Blackwater Construction is more than 28 times more expensive than the price provided by Carr & Collier, Inc.
7. This is the lowest cost of the 2 bids being considered by approximately 52%.
8. The requested Bid Bond and Bid Bond Form was excluded from the Blackwater Construction package.

CPH FINAL RECOMMENDATION

CPH acknowledges both Carr & Collier, Inc. and Blackwater Construction Services as deserving of consideration of the City of Wildwood for award of the Millennium Park Phase 1 & 2 project, based on the information provided in the respective bid packages. CPH recommends Blackwater Construction Services as the lowest bidder with the understanding that a bid bond was not provided. Award of Blackwater Construction Services is considered "at-risk" for the City of Wildwood since confirmation of bonding was not supplied.