#### **Terrence Justice**

**From:** Terrence Justice

**Sent:** Thursday, December 15, 2016 1:48 PM

To: marshall@dlporter.com; gary@dlporter.com; 'Kim McGinnis'
Cc: George Wallace; Cheri Smith; James Bouquet; Gary Volenec

**Subject:** FW: DRAFT emails

To: D.L. Porter

cc: Cheri Smith, City Clerk

George Wallace, Asst. City Attorney

#### To whom it may concern:

The City of Key West is in receipt of D.L. Porter's bid proposal for **ITB 17-009 Truman Waterfront Amphitheater**. There are three minor irregularities on your submitted proposal for which we are requesting clarification and correction:

- 1. The bid form contains line (2) for **10% Contingency**. The number entered on your proposal is not 10% of the base bid shown on line (1).
- 2. Bid Alternate No. 2 should be a deductive amount that reflects substitution of chain link fencing for the aluminum ornamental metal fencing specified in the base design package.
- 3. The amount written in words should not also include the total base bid number in the \_\_\_\_\_\_Cents field.

Please submit written acknowledgement of these irregularities along with a corrected, signed, and witnessed proposal no later than December 20, 2016.

Thank you for your interest in this project.

#### Respectfully,

Terrence

Terrence K. Justice Const. Coordinator Engineering Dept. City of Key West 305-304-4799 mob 305-809-3943 ofc



#### **Terrence Justice**

**From:** Terrence Justice

**Sent:** Monday, December 19, 2016 11:42 AM **To:** 'Kim McGinnis'; marshall@dlporter.com

**Subject:** RE: DRAFT emails

#### Kim/Marshall:

Please resubmit just the **9 page PROPOSAL** corrected, signed and witnessed. Include the SOV if it has changed due to the bid form corrections.

Original needs to go to City Clerk along with a transmittal cover describing the corrections as being per the City's request. Please send me an electronic copy (PDF).

#### Thanks!

#### Respectfully,

#### Terry

Terrence K. Justice Const. Coordinator Engineering Dept. City of Key West 305-304-4799 mob 305-809-3943 ofc



**From:** Kim McGinnis [mailto:kim@DLPORTER.COM] **Sent:** Monday, December 19, 2016 11:10 AM

To: Terrence Justice <tjustice@cityofkeywest-fl.gov>

Subject: RE: DRAFT emails

#### Good Morning Terry

Marshall asked that I confirm with you, do you need the entire bid package resubmitted or just the one page with the revised written bid total?

Kim McGinnis
Office Manager
D.L. PORTER CONSTRUCTORS, INC.
6574 Palmer Park Circle, Sarasota, FL 34238
941.929.9400 - Fax 941.929.9500
kim@dlporter.com
www.DLPorter.com



December 19, 2016

VIA EMAIL:

tjustice@cityofkeywest-fl.gov

Mr. Terrence Justice, Project Coordinator City of Key West Engineering Department P.O. Box 1409 Key West, FL 33041

Re: Truman Waterfront Amphitheater

Terrence,

As requested, attached is the proposal and schedule of Values correcting the minor irregularities to the original proposal we provided for ITB 17-009 Truman Waterfront Amphitheater.

The only issue that is still in question pertains to Bid Alternate #2. It was probably the intent for this item to be a credit, changing from the aluminum ornamental metal fencing to standard chain link fencing. However the specification on the chain link fence provided in Addendum #2 was not for your typical chain link fence. Among other specifications, it called for 1" mesh, 6.625 line, end and corner posts and line posts at 8' o.c., requirements not customarily used for the standard chain link product I believe you had envisioned. Based on those requirements our number for Alternate #2 would be as submitted.

Should you want to use a standard 6' high vinyl coated 9/2 mesh fence with  $2 \frac{1}{2}$ " line posts at 10 o.c., 3" corner posts and 4" gate posts we can revise Alternate #2 to reflect a deduct of  $\frac{1}{2}$ 0.

In the event you want to make that change, let me know if the documents need to be resubmitted.

Thank

Sincerely,

D. L. PORTER CONSTRUCTORS, INC.

C. Marshall White Vice President

Witness

12/19/16

#### PROPOSAL

NOTE TO BIDD	ER: Use preferably BLACK ink for completing this Proposal form.					
To:	The City of Key West					
Address:	3126 Flagler Avenue, Key West, Florida 33040					
Project Title:	TRUMAN WATERFRONT PARK AMPHITHEATER					
87	erson for additional information on this Proposal:					
Company Name:	D L Porter Constructors, Inc					
Contact Name &	C Marshall White Vice President 941 929 9400					
Email Address: _	mwhite@dlporter.com	_				

#### BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

#### CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

#### CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

All contractors and subcontractors wishing to perform work for the City of Key West, Florida, will be required to comply with the following minimum insurance requirements:

Commercial General Liability Limits: \$2,000,000 Aggregate

\$1,000,000 Each Occurrence

\$2,000,000 Products-Comp / Op Aggregate

\$1,000,000 Personal Injury \$300,000 Fire Damage / Legal

Coverage must include the following:

- Contractual Liability

- CG2010 (1185) or Equivalent
- No exclusion for XCU
- Products / Completed Operations
- Personal Injury

- Commercial Form

- Broad Form Property Damage
- Premises / Operations

- Independent Contractors (if any part of the work is to be subcontracted out)

Automobile Liability: \$1,000,000 Combined Single Limit (Include Hired & Non-Owned Liability)

Additional Umbrella Liability: \$5,000,000 Occurrence / Aggregate

Worker's Compensation: Statutory

Employer's Liability: \$1,000,000 Each Accident \$1,000,000 Disease-Policy Limit

\$1,000,000 Disease-Each Employee

Pollution Liability: \$2,000,000

The Contractor will be required to provide Builders Risk insurance for the completed value of the project.

The above reflects the minimum requirements for working with the City of Key West. Any requirements found in a particular job's contract that are of a higher standard will prevail. The City of Key West must be named as an additional insured under all policies other than worker's compensation. Contractor's or subcontractor's general liability shall be written on a primary and non-contributory basis. Certificates of insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination of CG20100704 and CG20370704 will be accepted). Contractors and subcontractors must obtain an endorsement from their carrier that waives and relinquishes any right of subrogation against the City of Key West and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act. Contractor's policies must be endorsed to give no less than thirty (30) day notice to the City in the event of material change or cancellation. The City of Key West must be given a certificate of insurance showing that the above requirements have been met. The certificate of insurance must remain current and

Must include copies of the requested endorsements (additional insured, cancellation notice, and waiver of subrogation) in order for the City to issue payments to the contractor or subcontractor.

### START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 14 calendar days after the date of the initial Notice to Proceed and to complete the project, in all respects within 220 calendar days.

#### LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$1,000.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

#### **ADDENDA**

The Bidder hereby acknowledges that he has received Addenda No's. 01, 02,

(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

#### SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

#### **LUMP SUM ITEMS**

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts. The Bidder agrees that the lump sum represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. Bidders shall include in their lump sum bid the cost to provide Builder's Risk insurance in accordance with 34.E. of the General Conditions including payment of any deductible.

1. BASE BID				2 1 0 0 2 2 0 0	2.0
1	LS		\$_	3,190,228.0	00_(1)
Continge 1	ency and Ur LS	nforeseen Conditions Allowance (10% of Base Bid)	e \$_	319,022.8	80_(2)
Utility Fo	ee Allowan LS	ce (for FKAA and Keys Energy	service fees) \$_	140,000	.00 (3)
TOTAL LUMP	SUM BASE	<b>BID</b> $(1) + (2) + (3)$ :	\$_	3,649,250	<u>.80</u> (4)
TOTAL LUMP	SUM BASE	BID:			
<mark>kree Million Six H</mark>	undred Forty	-NineThousand Two Hundred Fifty	-Five Dollars &	Eighty	_Cents
(4)	amount wri	tten in words			
BASE BID ADI	OR DED	UCT ALTERNATES			
ALTERNATE I	TEMS. TH	RIGHT TO ACCEPT OR REJE E TOTAL OF BASE BID PLUS A BASIS OF EVALUATING L	THE SUM OF O	WNER SELECT	
		r the painted metal panels clad r same metal framing as shown i		back wall with	painted
1	LS		\$(	(40,775.00)	
[ITEMS 2 – 5 Al	RE ADD/ D	EDUCTIVE ALTERNATES TI	HAT ARE PART	OF ADDENDUN	<u> </u>
2. An Add alter	nate for the	Chain-link fence as indicated in	construction draw	ings.	
1	LS		\$_	32,800.00	

3.	A Deductive alternate for 1-1/2" thick a concrete as shown on drawing C-02.	sphalt pavement within the secure service area in lieu of 6"
	1 LS	\$ (25,000.00)
4.	An Add alternate installation of 24" AD	S sleeve within Navy gas line easement.
	1 LS	\$_4,500.00
5.	An Add alternate for the Pre-Engin foundation. (note utilities to bathroom an	eered / Pre-manufactured bathroom building including to part of base bid).
	1 LS	\$_302,993.00
6.	An Add alternate for flood risk endorsen (note: Builders Risk coverage is part of b	
	1 LS	\$ 3,500.00
7.	An Add alternate for wind risk endorsen (note: Builders Risk coverage is part of b	
	LS .	\$ 3,500.00

The Bidder shall submit a Schedule of Values with the Proposal. Schedule of Values shall be broken down by bid items listed in the draft AIA 702 Continuation Sheet in PART 8 of the PROJECT MANUAL and will be used as a basis for payment.

Contractor is responsible for providing a dollar amount for each item listed on the Schedule of Values and that total shall match the amount on the Proposal Lump Sum. The Bidder will be considered non-responsive if Schedule of Values is not complete and or not included in Bid Package.

Payment for materials and equipment authorized by the Owner in a written Change Order but not listed in the above Proposal will be provided at the suppliers invoice plus 10 %.

List items to be performed by CONTRACTOR's own forces and the estimated percent of the Total Lump Sum Base Bid.

Supervision & General Labor	4%
Miscellaneous Concrete	1%
Metal Framing	2%

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

4,500.00

Contractor's signed certification is attached.

Ornamental Trees

APPLICATION NO: APPLICATION DATE:

PERIOD TO:

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

A	В	C	D	Е	F	G		Н	I
TEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COL FROM PREVIOUS APPLICATION (D + E)	MPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABL RATE)
	Mobilization	\$ 87,553.00							
	Maintenance of Traffic	\$ 5,000.00							
	Site Demolition	\$ 20,000.00							
	Utility Demolition / Relocation	\$ 40,450.00							
	Excavation and Grading	\$ 14,870.00							
	Cut / Fill and Dewatering	\$ 24,630.00							
	Storm Water Pollution Prevention Plan Curbing	\$ 8,500.00 \$ 5,580.00							
	Vehicular Roadways	\$ -							
	Parking / Service Pavement	\$ 35,000.00							
	Pavement Markings	\$ 2,500.00							
	Crosswalks	\$ 2,300.00							
	ADA Parking Stalls	\$ 9,000.00							
	Concrete Pavers	\$ 9,000.00							
	4" Concrete	\$ 113,750.00							
	6" Concrete	\$ 99,504.00							
	12" Ribbon Curbs	\$ 3,000.00							
	Drainage Structures	\$ 48,200.00							
	Truncate dome pavers	Eliminated							
	Concrete Expansion Joints	\$ 3,500.00							
	Concrete Control Joints	\$ 3,500.00							
	Removable Bollards (s)	\$ 5,547.00							
	Anti-Ram Smart Bollards	\$ 5,347.00							
	Expansion Joints	see above							+
	Benches, Trash and Recycle Receptacles	see above							+
	and Bike Racks	\$ 22,501.00							
	6' high fencing	\$ 19,344.00							+
	6' high pedestrian gate	\$ 1,945.00							+
	6' High Rolling gate	\$ 17,950.00					<del>                                     </del>		+
	Pedestrian Gates	see above							+
	Tree Protection, Removal and Relocation								
	Canopy Trees	\$ 20,900.00							1
	† - ·	1	1	1		ı	1	l	<del> </del>

A	В	С	D	Е	F	G		Н	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COL FROM PREVIOUS APPLICATION (D + E)		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	Large Palms	\$ 45,110.00			2 (112)	(2:2:1)			
	Small Palms	None shown							
	Shrubs and Groundcover	\$ 55,543.00							
	Turf Grass	\$ 99,232.00							
	Irrigation	\$ 60,000.00							
	Site Electrical	\$ 98,951.00							
	Electrical Transformers, Underground								
	Power Feeders and Branch Wiring	\$ 39,456.00							
	Site Lighting	\$ 31,500.00							
	Site Electrical / Low Voltage Infrastructure back to Stage	\$ 86,066.00							
	Storm Drainage System	\$ 170,250.00							
	Domestic Water & Water Mains	\$ 55,176.00							
	Sanitary Sewer	\$ 44,624.00							
	Water - Fire	\$ 5,000.00							
	Regulatory Signage	\$ 2,021.00							
	Amphitheater Concrete (Cast in Place)	\$ 99,200.00							
	Amphitheater Concrete (Pre-Cast Structural)	\$ 5,740.00							
	Amphitheater Concrete (Lightweight Insulating)	\$ 24,496.00							
	Amphitheater Concrete (Unit Masonry)  Amphitheater Structural Steel Framing /	\$ 20,800.00							
	Columns	\$ 325,056.00							
	Amphitheater Structural Steel Decking	\$ 10,544.00							
	Amphitheater Metal Railing, Guardrails	\$ 23,975.00							
	Amphitheater Metal Clad "Back Wall" Amphitheater Roofing System	\$ 114,183.00							
	(membrane, flashing, drains, etc.)	\$ 51,300.00							
	Amphitheater Plumbing	\$ 24,905.00							
	Amphitheater Roof Metal Cladding System	\$ 282,583.00							
	Amphitheater Box Truss for Lighting Support	\$ 19,500.00							
	Amphitheater Metal Rings System	\$ 238,492.00							
	Amphitheater Lighting & Power	\$ 75,750.00							
	Amphitheater Low Voltage	\$ 6,265.00							
	Amphitheater Stucco	\$ 14,500.00							

A	В	С	D	Е	F	G		Н	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK CO FROM PREVIOUS APPLICATION (D + E)	MPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	Amphitheater Painting	\$ 10,000.00							
	Amphitheater Doors	\$ 13,927.00							
	Amphitheater Cable Hooks	\$ 21,875.00							
	Amphitheater Loading Bumpers	\$ 2,680.00							
	Pre-Engineered / Pre-Manufactured Bathroom	Alternate							
	Bathroom Foundation	Alternate							
	General Contractor Fees; Office, Overhead, Profit, Bond and Insurance	\$ 383,165.00							
	BASE BID SUB-TOTAL	\$ 3,190,228.00							
	2.102.212.502.101.12	ψ 3,170,220.00	1			1			
	Contingency & Unforeseen Conditions								
	Allowance	\$ 319,023.00							
	Utility Fee Allowance (FKAA & Keys								
	Energy Service Fees)	\$ 140,000.00							
	ALLOWANCE TOTAL	\$ 459,023.00							
	TOTAL LUMP SUM BID:	\$ 3,649,251.00	=						
	Deduct Alternate No. 1	\$ (40,775.00)							
	Add Alternate No. 2	\$ 32,800.00							
	Deduct Alternate No. 3	\$ (25,000.00)							
	Add Alternate No. 4	\$ 4,500.00							
	Add Alternate No. 5	\$ 302,993.00							
	Add Alternate No. 6	\$ 3,500.00							
	Add Alternate No. 7	\$ 3,500.00							
	DEDUCT/ADD ALTERNATE TOTAL	\$ 281,518.00							
			I.	l .			I		C702 400

AIA DOCUMENT G703 · CONTINUATION SHEET FOR G702 · 1992 EDITION · AIA · © 1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5292

G703-1992

### **SUBCONTRACTORS**

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

Discount Rock & Sand, Inc.			
Name Site Work & Utilities			
Trade 10500 Aviation Blvd.	, Marathon	Percent of T FL	otal Base Bid 
Street	City	State	Zip
E G Braswell Construction, Inc.			
Name Concrete & Masonry		10% (Ten	
Trade PO Box 421205	Summerland		otal Base Bid ,33042
Street	City	State	Zip
Bob Hilson Roofing			
Name Roofing		2% (Two	Percent)
Trade 599 W Mowry Dr	, Homestead	Percent of T	otal Base Bid , 33030
Street	City	State	Zip
Gary's Plumbing and Fire			
Name Plumbing		1/2% (0	One-Half Percent)
Trade			otal Base Bid
6409 2nd Terrace, Suite #1	<u>, Key West</u>	<u>,</u> FL	33040
Street	City	State	Zîp
Florida Keys Electric, Inc.			N-44
Name Electrical		9% (Nine	
Trade 5730 2nd Ave	, Key West	Percent of To	otal Base Bid 
Street	City	State	Zip

## **SURETY**

Liberty Mutal Insuran	ce Company	whose address is		
175 Berkeley Street	175 Berkeley Street		MA,	02116
Street	Street		State	Zip
617-357-9500	Eileen C. Heard, Wi	illis of Florida, 4211	W Boy Scout Bl	vd, #100, Tampa, <u>FL</u> 3
Phone	Regis	tered Agent	Phon	ie: <u>813-281-2095</u>
<u>BIDDER</u>				
The name of the Bidder	submitting this Prop	osal is		
D. L. Porter Construct	ors, Inc.	<u> </u>		_ doing business at
6574 Palmer Park Circ	le	Sarasota	, FL	34238
Street			State	Zip
partnership, or of all per Gary A. Loer, Presider			pals are as follow all White, Vice 1	
			. DIANG	
		_		

### If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his	(its) hand this	day of	2016.
n			
Signature of Bidder			
Title			
<u>If Cor</u>	poration		
IN WITNESS WHEREOF the undersigned cor and its seal affixed by its duly authorized officers	poration has caus s this <u>14th</u> day	ed this instrument of December	t to be executed 2016.
(SEAL)			
D. L. Porter Constructors, Inc.			
Name of Corporation	ByC. Marshall TitleVice Presi		• • •
	Attest 4500	41 CGUN	inul

### EXPERIENCE OF BIDDER

The Bidder states that he is an experienced CONTRACTOR and has completed similar projects within the last 5 years. List similar projects, with types, names of OWNERs, construction costs, ENGINEERs, and references with phone numbers on attached sheet.

\*\*\*\*\*\*\*\*\*\*\*\*\*