

this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

The intent of the Bid Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this BID is accepted, he/she will, within ten (10) calendar days after Notice of Award, sign the Contract in the form annexed hereto, will attach all required licenses and certificates, and will, to the extent of his BID, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the Contract Documents. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

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.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within one hundred twenty (120) calendar days after the date of the Notice to Proceed.

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 two hundred fifty dollars (\$250.00) per day for all work awarded under this contract 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. 1 , 2 , , , , , , , , (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 Bid(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.

PUBLIC ENTITY CRIMES

“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 on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

LUMP SUM BASE BID

The Bidder agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the following lump sum. The Bidder agrees that the lump sum price represents a true measure of the design, labor, materials, and equipment 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. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. The Bid will be awarded on total Bid amount. Final lump sum payments will be adjusted based on actual units and unit prices.

BID FORM

IB #10-004: KEY WEST BIGHT HARBOR WALK/DOCK BOARD REPLACEMENT

LUMP SUM BID PRICE

\$ 335,861.00

Bid Total in Words

Three Hundred Thirty-Five Thousand Eight Hundred Sixty-One

and 00/100 Dollars

BID BREAKDOWN

The Bidder shall provide a schedule of values for all aspects of the project including mobilization/demobilization, labor and materials, permitting, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Bidder arrived at said Bid price and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not sufficient.

The Schedule of Values (unit prices) shall include at a minimum of the following:

Item #	Description	Qty	Units	Unit Price	Total
1	Mobilization/Demobilization	1	each	23,278	23,278
2	Cost for removal and disposal of old wood decking	30,000	Sq. ft.	1.44	43,200
3	Composite Material Only	18,000	Sq. ft.	7.52	135,360
4	Composite Material Installation Labor Only	18,000	Sq. ft.	2.10	37,800
5	Wood Material Only	12,000	Sq. ft.	2.93	35,160
6	Wood Material Installation Labor Only	12,000	Sq. ft.	2.72	32,640
7	Remove/Install Pedestals	40	each	74.57	2,983

8	Remove/Install Light Posts	12	each	55.24	663.
9	Remove/Install Transformers	15	each	110.48	1,657
10	Remove/Install Fire Hose Cabinets	10	each	110.48	1,105
11	Remove/Install Gas Pumps	4	each	82.86	331
12	Remove/Install Gas Hose Reels	8	each	55.24	442
13	Remove/Install Sewer Pumps	2	each	82.86	166
14	Remove/Install Cable Boxes	4	each	55.24	221
15	Removal/Install/Replacement of other items (ladders, hose bibs, etc)	1	each	5,855	5,855
16	Contingency	1	each	\$15,000	\$15,000
TOTAL					\$335,861.

***FINAL PAYMENT WILL BE BASED ON ACTUAL QUANTITIES MEASURED IN THE FIELD AND APPROVED BY CITY STAFF**

ALTERNATE PRICING IF ONLY COMPOSITE MATERIAL IS USED

Item #	Description	Qty	Units	Unit Price	Total
3a	Composite Material Only Harborwalk and Piers	30,000	Sq. ft.	7.52	225,600
4a	Composite Material Installation Labor Only Harborwalk and Piers	30,000	Sq. ft.	2.10	63,000

ALTERNATE STRINGER REPLACEMENT

Item #	Description	Qty	Units	Unit Price	Total
17	2X6 Pressure Treated Wood-material and labor	400	Linear ft.	4.20	1,680

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:

Portion of Work: Carpentry

Name: Hammer Scotts Inc.

Address: 12419 Chickasaw Tr., Largo, FL

Portion of Work: Electrical

Name: Kristof Electric

Address: 175 Overseas Hwy., Key West, FL

Portion of Work: Carpentry

Name: D.L. Porter Constructors, Inc.

Address: 302 Southard St., Suite 209, Key West, FL

BIDDER

The name of the Bidder submitting this Bid is: D.L. PORTER CONSTRUCTORS, INC.

Doing business at 6574 Palmer Park Circle

City Sarasota State FL Zip 34238

Telephone No. 941-929-9400

This address is where all communications concerning this Bid shall be sent.

The names of the principal officers of the Corporation submitting this Bid, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:

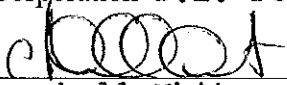
Name	Title
Gary A. Loer	President
C. Marshall White	Vice President
Paulette Jewell	Secretary

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 23rd day of June, 2010.


(SEAL)

Name of Corporation D.L. PORTER CONSTRUCTORS, INC.

By: 

C. Marshall White

Title: Vice President

Attest: 

Paulette Jewell

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 2010.

Signature of Bidder _____

Title _____