

CONTRACT DOCUMENTS FOR:



ITB #21-011

RE-BID
201 WILLIAM ST. SPALLING REPAIR
KEY WEST HISTORIC SEAPORT

MARCH 2021

CITY OF KEY WEST

MAYOR: TERI JOHNSTON

COMMISSIONERS:

JIMMY WEEKLEY

SAMUEL KAUFMAN

BILLY WARDLOW

GREGORY DAVILA

MARY LOU HOOVER

CLAYTON LOPEZ

PREPARED BY:
Port & Marine Services

CITY OF KEY WEST

CAROLINE STREET AND BAHAMA VILLAGE
COMMUNITY REDEVELOPMENT AGENCY (CRA)

KEY WEST, FLORIDA

DOCUMENTS

for

RE-BID

**201 WILLIAM ST. SPALLING REPAIR
KEY WEST HISTORIC SEAPORT**

CONSISTING OF:

BIDDING REQUIREMENTS
CONTRACT FORMS
SUPPLEMENTAL INFORMATION

KEY WEST HISTORIC SEAPORT (KWHS)

MARCH 2021

TABLE OF CONTENTS

	<u>Page</u>
PART 1 - <u>BIDDING REQUIREMENTS</u>	
INVITATION TO BID	1
INSTRUCTIONS TO BIDDERS	2
BID FORM	8
BID BOND	18
ANTI-KICKBACK AFFIDAVIT.....	20
PUBLIC ENTITIES CRIME FORM.....	21
CITY OF KEY WEST INDEMNIFICATION.....	23
EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT.....	24
CONE OF SILENCE	25
NON-COLLUSION AFFIDAVIT.....	26
LOCAL VENDOR CERTIFICATION	27
BIDDER'S CHECKLIST	28
PART 2 - <u>CONTRACT FORMS</u>	
CONTRACT	30
FLORIDA PERFORMANCE BOND	32
FLORIDA PAYMENT BOND	34
LICENSE REQUIREMENT AND COST	36
PART 3 - <u>SUPPLEMENTAL INFORMATION</u>.....	37
ITB #21-002 ADDENDUM #2	
ENGINEERED DRAWINGS	

PART 1

BIDDING REQUIREMENTS

INVITATION TO BID

Sealed Bids for City of Key West Caroline Street and Bahama Village Community Redevelopment Agency (CRA) “**RE-BID: 201 WILLIAM ST. SPALLING REPAIR – KEY WEST HISTORIC SEAPORT,**” addressed to the City of Key West, will be received at the office of the City Clerk, 1300 White Street, Key West, Florida until **3:30 p.m.**, local time, on the **31st day of March 2021**, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original bid package and two (2) electronic copies on USB drives with a single PDF file of the entire bid package. Bid package shall be enclosed in a sealed envelope, clearly marked on the outside “**ITB #21-011 RE-BID: 201 WILLIAM ST. SPALLING REPAIR – KEY WEST HISTORIC SEAPORT**” addressed and delivered to the City Clerk at the address noted above.

The CRA is seeking BIDS from qualified individuals or firms for concrete spalling repairs including replacement of identified tie-beams and columns per the Scope of Work and engineered drawings.

The full Invitation to Bid may be obtained from Demand Star by Onvia and The City of Key West website. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712 or www.cityofkeywest-fl.gov

A **Mandatory pre-bid meeting** will be held in the conference room at the KWHS Port and Marine Services (Traffic Circle @ Mural), 201 William Street, Key West, Florida on **March 24, 2021 at 9:30 a.m.**

EACH BID MUST BE SUBMITTED ON THE PRESCRIBED FORM AND ACCOMPANIED BY BID SECURITY AS PRESCRIBED IN THE INSTRUCTIONS TO BIDDERS, PAYABLE TO THE CITY OF KEY WEST, FLORIDA, IN AN AMOUNT NOT LESS THAN FIVE (5) PERCENT OF THE AMOUNT BID.

For information concerning the proposed work please contact Karen Olson, Deputy Director, Port and Marine Services by email at kolson@cityofkeywest-fl.gov. Verbal communications, per the City’s “Cone of Silence” ordinance are not allowed.

As stated above at the time of the BID submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Proposal in question. The CRA may reject BID for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the proposer misstates or conceals a material fact in its bid, (3) if the proposal does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the proposal is conditional, or (5) if a change of circumstances occurs making the purpose of the proposal unnecessary to the CRA. (6) if such rejection is in the best interest of the CRA. The CRA may also waive any minor formalities or irregularities in any proposal.

The CRA retains the right to award bid to the bidder that best meet the needs of the City.

* * * * *

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the Project.

B. DOCUMENT INTERPRETATION

Separate sections contained within these Contract Documents are intended to be mutually cooperative and provide all details reasonably required for the execution of proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Deputy Port and Marine Services Director, in writing (at least 6 calendar days prior to Bid opening (**March 26th**)) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the Documents, which will be furnished to all registered holders of Contract Documents. Bidders shall submit with their Bids, or indicate receipt of all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

2. SCOPE OF SERVICES

Provide all labor and material necessary to replace 32 reinforced concrete columns and approximately 222lf of concrete reinforced tie-beams. Work also includes the following:

- Interior/ exterior restoration including stucco, concrete, cmu, priming & painting, drywall, flooring and ceiling shall be incidental to the project.
- Shoring/ reshoring of existing structure and walls shall be incidental to the project.
- All columns noted shall be full replacement, foundation to roof tie-beam.
- Contractor shall take necessary precautions to preserve mural artwork on exterior of building.
- Removal/ reattachment including but not limited to: panels, outlets, light fixtures, conduits, condensate, condensers & CCTV equipment, ect..
- Removal/ reattachment including but not limited to: supply lines, waste lines, beer lines, hose bibs, ect..
- Removal/ reattachment including but not limited to: overhead doors, walk doors, windows, air curtains, overhangs, gutter and downspouts, ect..
- Removal/ reattachment including but not limited to: equipment, furniture, games, coolers, ect...

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

3. WORK SCHEDULE

Contractor shall have the ability to perform work outside of normal business ours. Noise disruption shall be minimized at entrances of businesses and seating areas, requiring some work to start and end earlier than normal. Main entrances to businesses shall be accessible at all times unless prior coordination and approval from City and Tenant.

4. REQUIRED QUALIFICATIONS

The prospective Proposers must meet the statutorily prescribed requirements before award of Contract by the CRA. Proposers must hold or obtain all licenses and/or certificates as required by the State and Local Statutes in order to bid and perform the work specified herein.

5. BIDDER'S UNDERSTANDING

Each Proposer must inform himself of the conditions relating to the execution of the work and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Proposer of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents.

Each Proposer shall inform himself of, and the Proposer awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, permits, fees, and similar subjects.

6. TYPE OF BID

UNIT PRICE

The Proposal for the work is to be submitted on a unit price basis. All items required to complete the work specified or shown on the Drawings but not included in the Proposal shall be considered incidental to those set forth in the Proposal. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor, as specified in the Contract Documents.

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 unit price amounts. The Bidder agrees that the unit prices include all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

Total allowable cost for Mobilization, General/Supp Conditions and Demobilization (bid schedule line item 1) shall be 10% maximum of total construction costs (bid schedule line items 4 through 11).

7. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in for all schedules and associated parts, as required, preferably in BLACK INK. All price information shall be clearly shown in both words and figures where required. No changes shall be made in the phraseology of the forms.

Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

Any BID shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to BID.

Only one BID from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the Owner that any Bidder is interested in more than one BID for work contemplated; all Bids in which such Bidder is interested will be rejected.

B. SIGNATURE

The Bidder shall sign his BID in the blank space provided therefor. If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the Owner prior to opening of Bids or submitted with the Bid otherwise the Bid will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

The Bidder shall submit with his Bid his experience record showing his experience and expertise in spalling repair and related work. Such experience record shall provide at least five current or recent projects of similar work, not more than 5 years old within the State Florida and preferably Monroe County. For each project the following information shall be provided:

1. Description and location of work.
2. Contract amount.
3. Dates work was performed.
4. Owner.
5. Name of Owner's contact person and phone number.
6. Engineer.
7. Name of Engineer's contact person and phone number.

The bidder shall submit at least 3 references from the above work experience.

D. ATTACHMENTS

Bidder shall complete and submit the following forms with his bid:

1. Anti-Kickback Affidavit
2. Public Entity Crimes Form
3. City of Key West Indemnification Form
4. Equal Benefits for Domestic Partners Affidavit
5. Cone of Silence
6. Local Vendor Certification

7. Non-Collusion Affidavit
8. Proof of Required Insurance

8. MODIFICATION OR WITHDRAWAL OF BID

Prior to the time and date designated for receipt of Bids, any Bid submitted may be withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids. No Bid may be withdrawn after the time scheduled for opening of Bids unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

9. BID SECURITY

BIDS must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the Proposal submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his BID for a period of ninety (90) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified. Agent and Surety phone numbers must be provided.

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

9. AWARD OF CONTRACT

Within 120 calendar days after the opening of Bids the CRA will accept one or more of the Bids. The acceptance of the Bid will be by written notice of award mailed to the office designated in the Bid or delivered to the Bidder's representative.

The CRA reserves the right to accept or reject any or all Bids and to waive any formalities and irregularities in said Bids.

10. BASIS OF AWARD

The award will be made by the Owner on the basis of the BID from the lowest, responsive, responsible BIDDER which, in the Owner's sole and absolute judgment will best serve the interest of the Owner.

11. EXECUTION OF CONTRACT

The successful Bidder shall, within 10 working days after receiving Notice of Award, sign and deliver to the Owner a Contract in the form hereto attached together with the insurance certificate and bonds as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the

successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

12. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall file with the CITY, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Contract price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the CITY. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the CITY, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of acceptable Sureties for federal projects. The CONTRACTOR shall supply the OWNER with phone numbers, addresses, and contacts for the Surety and their agents. Pursuant to Section 255.05(7), Florida Statutes, in lieu of the bond required by law, the contractor may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check or an irrevocable letter of credit.

B. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent) who executes this Performance and Payment Bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. All Contracts, Performance and Payment Bonds, and respective powers-of-attorney will have the same date.

13. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract or furnish the required Bonds shall forfeit the bid security that accompanied his bid, and the bid security shall be retained as liquidated damages by the CITY, and it is agreed that this said sum is a fair estimate of the amount of damages the CITY will sustain in case the Bidder fails to enter into a Contract or furnish the required Bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

14. PUBLIC RECORDS REQUIREMENTS

In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to (a) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) ensure that public records that are exempt

or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

15. TIME OF COMPLETION

The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may only be allowed in accordance with the provisions stated in the General Conditions. Time allowed for completion of the work authorized is stated in Bid.

When the Contractor receives a Notice to Proceed, he shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in the Contract.

The term of this contract will be one hundred-eighty (180) calendar days.

16. WARRANTY PERIOD

The CONTRACTOR hereby agrees to make, at his own expense, all repairs or replacements necessitated by defects in materials or workmanship, provided under terms of this Contract, and pay for any damage to other works resulting from such defects, which become evident within 2 years after the date of final acceptance of the work. Un-remedied defects identified for correction during the warranty period but remaining after its expiration shall be considered as part of the obligations of the warranty. Defects in material, workmanship, or equipment which are remedied as a result of obligations of the warranty shall subject the remedied portion of the work to an extended warranty period of 2 years after the defect has been remedied.

17. PERMITS AND FEES

The Bidder awarded this project shall procure and pay all permits and licenses, charges, and fees, and give notices necessary and incidental to the due and lawful prosecution of the work, the cost of which shall be included in the fee received for the work, except where separately agreed.

* * * * *

BID FORM

To: City of Key West, Florida
Address: 1300 White Street, Key West, Florida 33040
Project Title: **RE-BID: 201 WILLIAM ST. SPALLING REPAIR
KEY WEST HISTORIC SEAPORT**
Project No.: ITB #21-011

Bidder's person to contact for additional information on this Bid:

Company Name: D.L. Porter Constructors, Inc.
Contact Name & Telephone #: Gary A. Loer, President (941) 929-9400
Email Address: garyloer@dlporter.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

The Bidder further declares that he has carefully examined the Contract Documents, that he has personally inspected the Project, 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 Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

The Bidder further agrees that the Owner may "non-perform" the work in the event that the low bid is in excess of available funding. Non-performance will be determined prior to Notice of Award.

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 in the Contract Documents.

CERTIFICATES OF INSURANCE

CONTRACTOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the

Contract, the CONTRACTOR shall provide the minimum limits of liability insurance coverage as follows:

Type of Insurance	Limits	Comments
General Liability	\$2,000,000	
Business Automobile Liability	\$1,000,000	
Workers' Compensation	Statutory	
Employers Liability	\$1,000,000/\$1,000,000/\$1,000,000	

CONTRACTOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. CONTRACTOR will maintain the General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the CONTRACTOR shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the CONTRACTOR who is performing any labor, services, or material under the Contract. Further, CONTRACTOR shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

CONTRACTOR shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

CONTRACTOR's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONTRACTOR will notify City of Key West

immediately by telephone at (305) 809-3811 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONTRACTOR.

SURETY AND INSURER QUALIFICATIONS

All bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company, having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within one hundred-eighty (180) calendar days, including construction of the foundation and assembly of the structure.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails 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 excluded in determining days in default.

Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

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.

UNIT PRICE WORK 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 unit price amounts.

The Bidder agrees that the unit price represent a true measure of labor and materials required to perform the Work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

* * * * *



PORT & MARINE SERVICES
201 William Street
Key West, FL
33040

ADDENDUM NO. 1

RE-BID:
201 WILLIAM ST. SPALLING REPAIR
KEY WEST HISTORIC SEAPORT
ITB #21-011

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

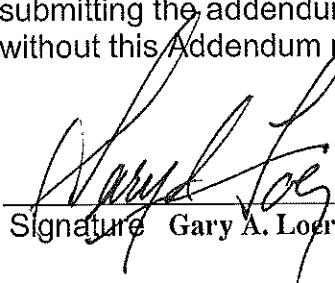
GENERAL NOTES:

1. Mandatory Pre-Bid sign-in sheet attached.
2. Laydown Area located in the bus parking lot located in 900 Block of Caroline Street. It shall be contained in the two bus parking spaces at the Southwest corner of lot as shown on attachment.
3. All Requests for Information must be submitted, in writing, end of business March 26, 2021.

CLARIFICATION:

1. Per plan there are 34 concrete columns to be replaced. 32 columns were noted incorrectly in Scope of Work.

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged. All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 1** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.



Signature Gary A. Loer, President

D.L. Porter Constructors, Inc.
Name of Business

RE-BID
 201 WILLIAM ST. SPALLING REPAIR
 KEY WEST HISTORIC SEAPORT

ITB #21-011

Mandatory Pre-Bid Meeting SIGN-IN Sheet

March 24, 2021

9:30 AM

NAME / COMPANY	CONTACT #	EMAIL
ONE SOURCE RESTORATION	813-380-5510	les@onesourceresto.com
DEC Contracting Group	504-782-2614	chris@deccontracting.com
SERGE MASHTAKOV, ARTIBUS DESIGN	(305) 304-3512	SERGE@artibusdesign.com
Karel Dostal - Check Electric LLC	305-890-3332	check@checkelectricllc.com
CHRISTINA BRISSON PEDRO FALCON CONTRACTOR	905-878-2200	cbpedrofalcon.com
HUP SCARECKE ALGOST MARINO CONSTR. GROUP	724-549-1997	hscareckesost@marinoconstruction.com
TIM NEELY BELLA CONST	305-796-0628	TIM@CONCRETEBELLA.COM
MARRERO CONSTRUCTION	305-393-6319	NASAWVERI@gmail.com
Rylon LaChapelle Seatech, Inc.	305-304-8406	RYONL@SEATECH.CC
Charles Perry Gary the Carpenter	506-892-0711	GarytheCarpenter@HotMail.com
Jonathan D. McIntyre McEntyre Construction LLC	(305) 849-9864	Jonathan.D@mcintyreconstructionkeywest.com
Russ Howell Gary the Carpenter	(305) 747-0251	garythe.carpenter@hotmail.com
Robert Blanchard DL Porter	941-929-9400	gary@dlporter.com, robert@dlporter.com



LAYDOWN AREA



PORT & MARINE SERVICES
201 William Street
Key West, FL
33040

ADDENDUM NO. 2

**RE-BID:
201 WILLIAM ST. SPALLING REPAIR
KEY WEST HISTORIC SEAPORT
ITB #21-011**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

QUESTIONS & CLARIFICATIONS:

1. Will the contractor be responsible to paint the entire walls from top to bottom and wall to wall to be able to match the existing paint for each repair area? Sometimes the paint has faded and we will not get a perfect match if we only paint the new concrete that was replaced. There might be a slight difference between the new paint patch and the existing walls that has been untouched

Paint to match 12" beyond concrete patch. Straight vertical or horizontal cuts

2. Under addendum No. 2 item #3 states "Contractor to sequence noisy activities (95 decibels or greater), within 50 feet of food consumption areas, before business hours. Late night and early morning work will be considered for certain activities." Furthermore, the city of Key West noise ordinance states "Sound levels produced from tools and equipment in commercial construction, demolition, drilling, or reasonably similar activities. However, such sound levels are limited to the hours of 8:00 a.m. to 7:00 p.m., Monday through Friday, and 9:00 a.m. to 5:00 p.m. on Saturday." Based on these two conditions, will the City of Key West provide the contractor with a permit to produce noise beyond these hours restricted by the noise ordinance?

A Sound Control Ordinance "temporary waiver" will be required for work outside of noted hours, Owner will assist in obtaining. Contractor shall submit "temporary waiver" request in writing with Bid

3. Will the contractor be able to make noise in excess of the 95 decibels during business hours at the following areas: column 28, 29, 30, 31, 32, 33, 34, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 since they are further away than 50 feet of food consumption areas?

It appears columns 28, 29 and 30 are within 50 feet of a food consumption area. All other columns noted are outside the 50-foot requirement

4. The base of column 2, 3, 4 intersect the slopping handicap concrete ramp. Will the contractor have to saw cut and demo the ADA ramp slab to be able to reach and access the base of column 2, 3, and 4 as shown on detail 1 on sheet S-101?

See Answer to Question 5

5. The base of columns 11, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23 intersect the interior elevated floor slab and also the exterior elevated slab for the front entrance and the loading dock slab which is approximately 42 inches above the exterior grade for The Waterfront Brewery. Will the contractor have to saw cut and demo the concrete elevated slabs to be able to reach and access the existing grade beam and foundations of these columns as shown on detail 2 on sheet S-102?

Columns shall extend minimum 6" below the lowest existing grade or 6" into a grade beam if it is exposed. No demolition of the ramp nor loading dock slab is expected. The contractor shall protect all finished surfaces including loading dock and ramp slab from damage during demolition and installation of new concrete. Any repairs or restoration needed shall be completed in workmanlike manner, meet or exceed industry standards and at contractor's expense

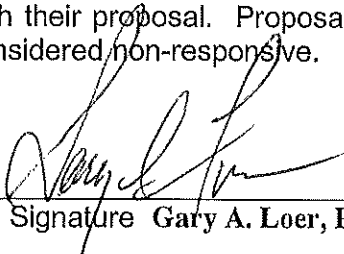
6. Column 19 is located inside the Waterfront Brewery restaurant. The slab of the restaurant is approximately 42 inches above the exterior grade which the perimeter foundation appears to be located. Is it the intent of this detail 1/S101 for the contractor to saw cut the existing restaurant floor slab and excavate until it reaches the existing grade beam/foundation located at an unknown depth below the slab or will the contractor stop the column replacement at the restaurant floor slab level?

See Answer to Question 5

7. If the answer of questions #6 is to reach the foundation under the slab on grade, would any as-built drawings or information be available to indicate how deep the foundation is below the restaurant floor slab?

As-built drawings are not available at this point

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged. All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 2** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.



Signature Gary A. Loer, President

D.L. Porter Constructors, Inc.

Name of Business

**BID SCHEDULE
RE-BID
201 WILLIAM ST. SPALLING REPAIR
KEY WEST HISTORIC SEAPORT**

UNIT PRICE BID

Bid unit prices stated in this proposal include all costs and expenses for labor, equipment, materials, disposal and contractor's overhead and profit. Unit prices for the various work items are intended to establish a total price for completing the project in its entirety. All work and incidental costs shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

1. Mobilization and Demobilization

a. Mobilization	1 each	1	each	\$ <u>41,549.00</u>	
b. Demobilization	1 each	1	each	\$ <u>24,654.00</u>	
	1	LS	(10% of Construction Cost Max.)		\$ <u>66,203.00</u>

2. Payment and Performance Bonds

1	LS				\$ <u>10,969.00</u>
---	----	--	--	--	---------------------

3. Permit Fees (to be paid at cost)

1	LS				\$ <u>30,000.00</u>
---	----	--	--	--	---------------------

4. Demolition (INCIDENTAL TO ALL BID ITEMS)

1	LS				
---	----	--	--	--	--

5. Reinforced Structural Concrete Tie-Beams (includes all labor, equipment and disposal for a complete product)

302	CF	Unit Price \$	<u>446.32</u>	TOTAL	\$ <u>134,790.00</u>
-----	----	---------------	---------------	-------	----------------------

6. Reinforced Structural Concrete Columns (includes all labor, equipment and disposal for a complete product)

740	CF	Unit Price \$	<u>424.01</u>	TOTAL	\$ <u>313,767.00</u>
-----	----	---------------	---------------	-------	----------------------

7. Miscellaneous Electrical/ Mechanical Work (includes all labor, equipment and disposal for a complete product)

1	LS				\$ <u>100,398.00</u>
---	----	--	--	--	----------------------

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:

Electrical

Portion of Work

Nearshore Electric

Name

5680 1st Avenue 35 , **Stock Island** , **FL** , **33040**
Street City State Zip

Plumbing

Portion of Work

Gary's Plumbing

Name

6409 2nd Terrace Suite 1 , **Key West** , **FL** , **33040**
Street City State Zip

Concrete Repair

Portion of Work

Innovation Masonry Restoration, LLC

Name

8210 Manasota Key Road , **Englewood** , **FL** , **34223**
Street City State Zip

Portion of Work

Name

Street City State Zip

SURETY

Liberty Mutual Insurance Company whose address is
175 Berkeley Street, Boston, MA, 02116
Street City State Zip
(913) 397-3695 Alliant Insurance Services, David Carr (Agent)
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is _____

D.L. Porter Constructors, Inc. doing business
at

6574 Palmer Park Circle, Sarasota, FL, 34238
Street City State Zip

garyloer@dlporter.com
email address

which is the address to which all communications concerned with this Bid and with the Contract 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
<u>Gary A. Loer</u>	<u>President</u>
<u>Coleen Castagna</u>	<u>Corporate Secretary</u>
_____	_____
_____	_____
_____	_____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 20____.

Signature of Bidder

Title

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 31st day of March 2021.

(SEAL)



D.L. Porter Constructors, Inc.

Name of Corporation

By _____

[Handwritten Signature]
Gary A. Lober

Title President

Attest _____

[Handwritten Signature]
Secretary Coleen Castagna



RELEVANT EXPERIENCE
KEY WEST, FL

<u>PROJECT</u>	<u>OWNER</u>	<u>PHONE</u>	<u>CONTRACT</u>
1800 Atlantic Balcony Repairs 1800 Atlantic Blvd. Key West, FL 33040	1800 Atlantic Condo. Association Don Unkart management@1800atlantickw.com 1800 Atlantic Ave. Key West, FL 33040	(305) 294-9553 Office	\$ 6,547,062.00
Almond Tree Inn Renovations 512 Truman Ave. Key West, FL 33040	Island Hotel Properties, LLC James Stewart 3130 Northside Drive Key West, FL 33040	(305) 292-5200 Office	\$ 1,602,822.00
Bridge Street Bazaar / Daiquiri Deck 117 Bridge Street, Unit A Bradenton Beach, FL 34217	Daiquiri Deck Raw Bar Bradenton Beach, Ltd. Troy Sypret tsypret@daiquirideck.net 5250 Ocean Blvd. Sarasota, FL 34242	(941) 915-5838 Cell	\$ 4,350,197.76
Buquebus Ferry Terminal Key West, FL	City of Key West Karen Olson kolson@cityofkeywest.com 210 William Street Key West, FL 33040	(305) 809-3803 Office	\$ 3,036,000.00
Conch Harbor & Marina 951 Caroline Street Key West, FL 33040	RCI Marine, Inc. Mark Summers 300 Alton Road, Suite 303 Miami Beach, FL 33139	(305) 672-5588 Office	\$ 4,586,698.00
Department of Homeland Security (Immigration & Customs Enforcement) 1990 N Roosevelt Blvd 2019-2025 N Roosevelt Blvd. Key West, FL 33040	Key West GSA, LLC Kiely Commercial, Inc. Danielle Kiely danielle@kielycommercial.com 711 S Howard Ave., Suite 200 Tampa, FL 33606	(813) 490-6625 Office (813) 230-1968 Cell	\$ 2,545,711.00
El Rancho Motel (Silver Palms) 830 Truman Ave. Key West, FL 33040	Tejas Inc. dba El Rancho Motel Tejas Soni tejnut2@gmail.com 803 Truman Ave. Key West, FL 33040	(305) 292-9596 Office	\$ 5,749,668.33
The Encore Condominiums Fruitville Road Sarasota, FL 34236	TAD Development, LLC Daniel Solaz dsolaz2@earthlink.net 178 Myrtle Blvd. Larchmont, NY 10538	(914) 794-5909 Office (941) 928-5189 Cell	\$ 3,563,082.00



RELEVANT EXPERIENCE
KEY WEST, FL

<u>PROJECT</u>	<u>OWNER</u>	<u>PHONE</u>	<u>CONTRACT</u>
Florida Keys Community College Physical Dev. Bldg & Pool Complex 5901 College Road Key West, FL 33040	The College of the Florida Keys Doug Pryor douglas.pryor@fkcc.edu 5901 College Road Key West, FL 33040	(305) 809-3184 Cell	\$ 4,686,000.00
Florida Keys SPCA New Facility 5711 Colleve Road Key West, FL 33040	Florida Keys SPCA Jane Dawkins jane@fkspca.org 5230 College Road Key West, FL 33040	(305) 294-4857 Office	\$ 6,060,946.56
Frederick Douglass Rec Center Renovation 111 Olivoa Street Key West, FL 33040	City of Key West Terrence Justice tjustice@cityofkeywest-fl.gov PO Box 1409 Key West, FL 33040	(305) 809-3943 Office (305) 304-4799 Cell	\$ 2,440,143.40
Gato Building Renovations 1110 Simonton Street Key West, FL 33040	Monroe County Board of County Commissioners 5100 College Road Key West, FL 33040		\$ 4,027,200.00
	Bender & Associates Architects Bert Bender bbender@benderarchitects.com 410 Angela St. Key West, FL 33040	(305) 296-1347 Office	
H2O Hotel 1212 Simonton St. Key West, FL 33040	Casa Marina - 1120 Simont St., LLC Steve Wilson swilson@meisel-cohen.com 6000 Executive Blvd., Suite 700 Rockville, MD 20852	(301) 881-7800	\$ 9,440,218.77
Homestead Village 7560 State Road 84 Davle, FL	BSW International Reed Robinson One West Third Street, Suite 100 Tulsa, OK 74103-3505	(918) 582-8771	\$ 4,325,000.00
Key Cove Housing 3029 N. Roosevelt Blvd. Key West, FL 33040	Key Cove Construction, Inc. 3029 N. Roosevelt Blvd. Key West, FL 33040		\$ 4,251,000.00
	Gonzalez Architects Jose Gonzalez jose@gonzalez-architects.com 14 NW First Ave., Suite 909 Miami, FL 33132	(305) 455-4216 Office (912) 313-2910 Cell	



RELEVANT EXPERIENCE

KEY WEST, FL

<u>PROJECT</u>	<u>OWNER</u>	<u>PHONE</u>	<u>CONTRACT</u>
Key West Fire Station #2 616 Simonton Street Key West, FL 33040	City of Key West Terrence Justice tjustice@cityofkeywest-fl.gov PO Box 1409 Key West, FL 33040	(305) 809-3943 Office (305) 304-4799 Cell	\$ 6,326,649.29
KWHA Senior Citizens Concrete Repair 1400 Kennedy Dr. Key West, FL 33040	Key West Housing Authority Larry Keys keys1@kwaha.org 1400 Kennedy Dr. Key West, FL 33040	(305) 296-5621 Office (305) 731-0036 Cell	\$ 7,841,206.00
Mariners Cove Aprtments 3330 Northside Dr. Key West, FL 33040	Heritage Construction Company Jim Kincaid 5505 North Atlantic Avenue, Suite 115 Cocoa Beach, FL 32931	(321) 799-4090 Office	\$ 4,962,000.00
Mosquito Control Hangar 503 107th St. Gulf Marathon, FL 33050	Florida Keys Mosquito Control District Mike Spoto mspoto@keysmosquito.org 5224 College Road Stock Island, FL 33040	(305) 292-7190 Office	\$ 7,652,660.00
Pirates Soul Museum / Rum Barrel Bar & Restaurant 524-528 Front Street Key West, FL 33040	Sunset Ventures Marc Cerceo stretch@ifeelgreat.com PO Box 520A Villanova, PA 19085	(610) 520-1890 Office (215) 429-5555 Cell	\$ 1,783,117.00
Santa Maria Hotel 1401 Simonton St. Key West, FL 33040	Santa Maria Sales Office Ralph Sanchez c21rjsanchez@aol.com 1401 Simonton St. Key West, FL 33040	(305) 296-5678 Office (305) 304-0090 Cell	\$13,635,465.45
Southernmost on the Beach (Atlantic Shores) Southernmost Gingerbread House Southernmost Restroom Renovations Southernmost Pier 1319 Duval St Key West, FL 33040	Southernmost Beach Motel, Ltd. Dale Rands 1319 Duval St. Key West, FL 33040	(248) 321-5900 Office (248) 762-5595 Cell	\$19,755,609.05
Staybridge Suites 301 E Bay Street Savannah, GA 31401	Savannah Hospitality Group, LLC James Holt jsh@clarksonfl.com 3100 University Blvd. S., Suite200 Jacksonville, FL 32216	(904) 359-0045 Office	\$ 8,187,718.00



RELEVANT EXPERIENCE
KEY WEST, FL

<u>PROJECT</u>	<u>OWNER</u>	<u>PHONE</u>	<u>CONTRACT</u>
Truman Hotel 611 Truman Ave. Key West, FL 33040	Truman Hotel, Inc. William O. Kemp, President william@pinewood.consulting	(305) 296-2588 Office	\$ 6,855,450.00
Truman Waterfront Park Amphitheater 21 East Quay Road Key West, FL 33040	City of Key West Terrence Justice tjustice@cityofkeywest-fl.gov PO Box 1409 Key West, FL 33040	(305) 809-3943 Office (305) 304-4799 Cell	\$ 3,547,199.26
Truman Waterfront Mole Pier ECP 21 East Quay Road Key West, FL 33040	City of Key West Terrence Justice tjustice@cityofkeywest-fl.gov PO Box 1409 Key West, FL 33040	(305) 809-3943 Office (305) 304-4799 Cell	\$ 3,664,721.00

FLORIDA BID BOND

BOND NO. N/A - Bid Bond

AMOUNT: \$ 5% of Amount Bid

KNOW ALL MEN BY THESE PRESENTS, that D.L. Porter Constructors, Inc.

6574 Palmer Park Circle, Sarasota, FL 34238

hereinafter called the PRINCIPAL, and Liberty Mutual Insurance Company

a corporation duly organized under the laws of the State of Massachusetts

having its principal place of business at 175 Berkeley Street, Boston, MA 02116

Phone Number: (617) 357-9500 X41177 in the State of Massachusetts

and authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto

City of Key West

hereinafter CITY OF KEY WEST called the OBLIGEE, in the sum of Five (5%) of Amount Bid

_____ DOLLARS (\$ 5% of Amount Bid) for

the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for **ITB #21-011 RE-BID: 201 William St. Spalling Repair – Key West Historic Seaport**, said Bid Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE

for the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications, entitled:

ITB #21-011

RE-BID

201 WILLIAM ST, SPALLING REPAIR

KEY WEST HSITORIC SEAPORT

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the CITY, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this 25th day of March, 2021.

D.L. Porter Constructors, Inc.

By 
PRINCIPAL

Liberty Mutual Insurance Company

SURETY

By Margaret A. Ginem
Attorney-in-Fact & FL Licensed Resident Agent
Margaret A. Ginem Inquiries: 813 210-4412



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201460-986973

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anett Cardinale; David H. Carr; Margaret A. Ginem

all of the city of Tampa state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of June, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 25th day of June, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of March, 2021.



By: Renee C. Llewellyn, Assistant Secretary

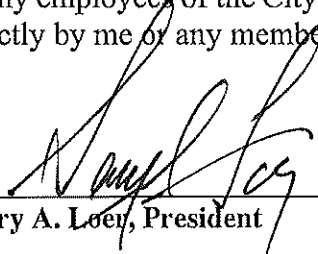
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)

: SS


COUNTY OF SARASOTA)

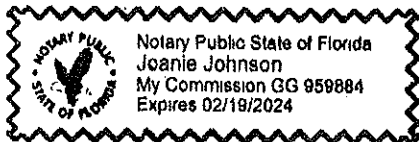
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By:  D.L. Porter Constructors, Inc.
Gary A. Loev, President

Sworn and subscribed before me this 31st day of March 2021.

NOTARY PUBLIC, State of Florida at Large


Joanie Johnson
My Commission Expires: 02/19/2024
GG959884



* * * * *

**SWORN STATEMENT UNDER SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Proposal for _____
ITB #21-011 RE-BID : 201 William St. Spalling Repair - Key West Historical Seaport

2. This sworn statement is submitted by **D.L. Porter Constructors, Inc.**
(name of entity submitting sworn statement)
whose business address is **6574 Palmer Park Circle, Sarasota, FL 34238**

and (if applicable) its Federal Employer Identification Number (FEIN) is **65-0848440**

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____)

3. My name is **Gary A. Loer**
(please print name of individual signing)
and my relationship to the entity named above is **President**

4. I understand that a "public entity crime" as defined in Paragraph 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 or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. 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 crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who 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 person of shares constituting 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 36 months shall be considered an affiliate.

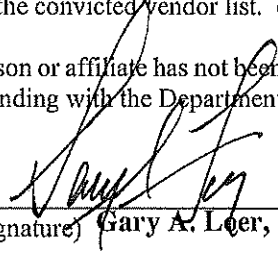
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

X 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 any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)



 (signature) Gary A. Loer, President

March 31, 2021

 (date)

STATE OF FLORIDA

COUNTY OF SARASOTA

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Gary A. Loer, President who, after first being sworn by me, affixed his/her
 (name of individual signing)

signature in the space provided above on this 31st day of March, 2021.

My commission expires:
02/19/2024
GG959884



 NOTARY PUBLIC Joanie Johnson



CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR:

D.L. Porter Constructors, Inc.

SEAL:

Address

Signature

Gary A. Loer

Print Name

President

Title

DATE:

March 31, 2021

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA)

: SS

COUNTY OF SARASOTA)

I, the undersigned hereby duly sworn, depose and say that the firm of _____
D.L. Porter Constructors, Inc.

provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

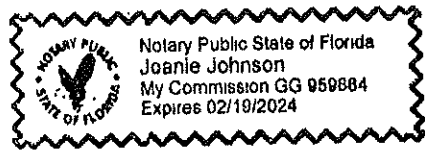
By: _____
Gary A. Loer, President

Sworn and subscribed before me this 31st day of March 20 21.

NOTARY PUBLIC, State of Florida at Large

Joanie Johnson

My Commission Expires:
02/19/2024
GG959884



* * * * *

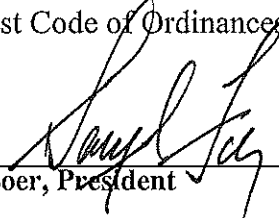
CONE OF SILENCE AFFIDAVIT

STATE OF FLORIDA)


: SS

COUNTY OF SARASOTA)

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of D.L. Porter Constructors, Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

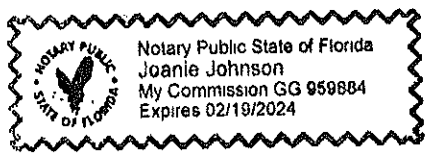
By: 
Gary A. Loer, President

Sworn and subscribed before me this
31st day of March 2021.


Joanie Johnson

NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires: 02/19/2024 GG959884



**LOCAL VENDOR CERTIFICATION
PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES SECTION 2-798**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - Not a local vendor pursuant to Code of Ordinances Section 2-798
 - Qualifies as a local vendor pursuant to Code of Ordinances Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name **D.L. Porter Constructors, Inc.** Phone: **(305) 293-2931 (Key West Office)**
(941) 929-9400 (Sarasota Office)

Current Local Address: Fax: **(941) 929-9500**
(P.O. Box numbers may not be used to establish status)

1805 Staples Ave., #103, Key West, FL 33040

Length of time at this address

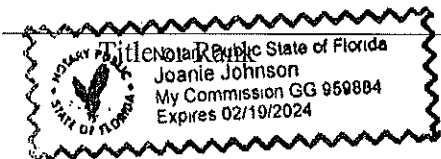
[Signature] March 31, 2021
Signature of Authorized Representative **Gary A Loer, President** Date

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 31st day of March, 2021.
By Gary A. Loer, President, of D.L. Porter Constructors, Inc.
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or ~~XXXXXXXX~~ Personally Known ~~XXXXXXXX~~
(type of identification)

[Signature]
Signature of Notary
Joanie Johnson
Print, Type or Stamp Name of Notary

Return Completed form with
Supporting documents to:
City of Key West Purchasing

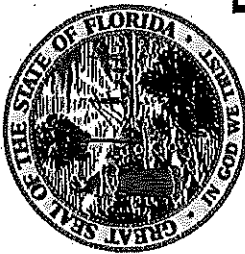


BIDDER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and Proper completion and submission of his bid.)

1. All Contract Documents thoroughly read and understood
2. All blank spaces in Bid filled in black ink.
3. Total and unit Prices added correctly.
4. Addenda acknowledged.
5. Subcontractors are named as indicated in the Bid.
6. Experience record included.
7. Bid signed by authorized officer.
8. Bid Bond completed and executed, including power-of-attorney, dated the same date as Bid Bond.
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten days after receiving a Notice of Award.
11. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms and Conditions of the Contract, one (1) original, two (2) USB drives.
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
13. Anti-kickback Affidavit; Public Entity Crime Form; City of Key West Indemnification Equal Benefits for Domestic Partners Affidavit; Local Vendor Certification; Non-Collusion Affidavit; Proof of Required Insurance

* * * * *



Ron DeSantis, Governor

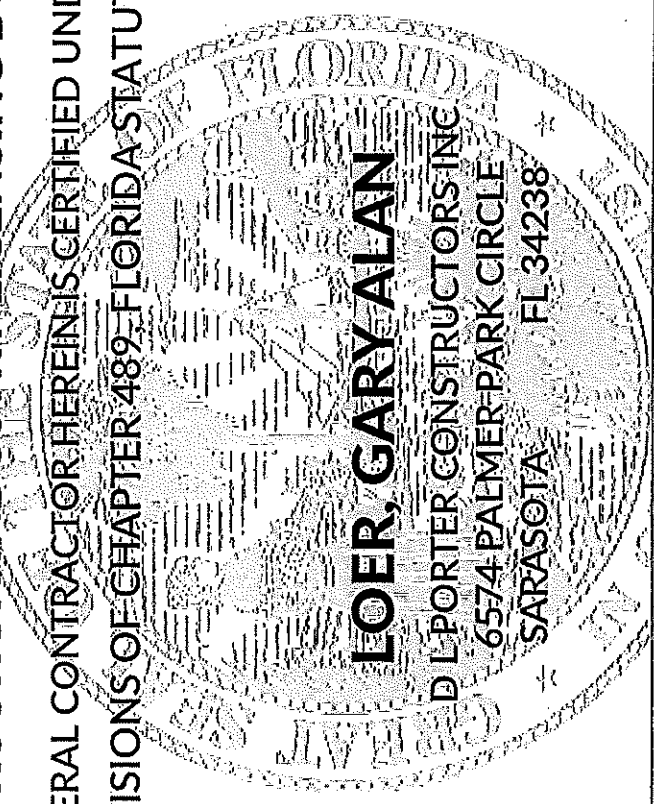
Halsey Beshears, Secretary



**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



LICENSE NUMBER: CGCA51066

EXPIRATION DATE: AUGUST 31, 2022

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.

**2020 / 2021
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2021**

Business Name: D L PORTER CONSTRUCTORS INC

RECEIPT# 30140-60602

Owner Name: GARY A LOER
Mailing Address: 6574 PALMER PARK CIR
SARASOTA, FL 34238

Business Location: 1805 STAPLES AVE 103
KEY WEST, FL 33040
Business Phone: 941-929-9400
Business Type: CONTRACTOR (CERTIFIED GENERAL)

Employees 20

STATE LICENSE: CGCA51066

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
50.00	0.00	50.00	0.00	0.00	0.00	50.00

Paid 102-19-00006208 07/15/2020 50.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX.
YOU MUST MEET ALL
COUNTY AND/OR
MUNICIPALITY PLANNING
AND ZONING REQUIREMENTS.

MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2021

Business Name: D L PORTER CONSTRUCTORS INC

RECEIPT# 30140-60602

Owner Name: GARY A LOER
Mailing Address: 6574 PALMER PARK CIR
SARASOTA, FL 34238

Business Location: 1805 STAPLES AVE 103
KEY WEST, FL 33040
Business Phone: 941-929-9400
Business Type: CONTRACTOR (CERTIFIED GENERAL)

Employees 20

STATE LICENSE: CGCA51066

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
50.00	0.00	50.00	0.00	0.00	0.00	50.00

Paid 102-19-00006208 07/15/2020 50.00

Client#: 4463

DLPORTER

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan (CLW) 101 N Starcrest Dr. Clearwater, FL 33765 727 447-6481	CONTACT NAME:	PHONE (A/C, No, Ext): 727 447-6481		FAX (A/C, No): 727 449-1267
	E-MAIL ADDRESS: certificates@bouchardinsurance.com			
INSURED D L Porter Constructors, Inc. 6574 Palmer Park Circle Sarasota, FL 34238-2777	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A :	Colony Insurance Co		39993
	INSURER B :	Travelers Excess & Surplus Lines Co		29696
	INSURER C :	Amerisure Mutual Insurance Company		23396
	INSURER D :	Old Dominion Insurance Company		40231
	INSURER E :			
INSURER F :				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	103GL001647507	01/01/2021	01/01/2022	EACH OCCURRENCE	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	B1T3307V	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y	ZUP81N0856421NF	01/01/2021	01/01/2022	EACH OCCURRENCE	\$5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$10000						AGGREGATE	\$5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC208074509	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
	Leased/Rented Equ			IM20593641302	01/01/2021	01/01/2022		\$100,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional insured as respects General Liability, Auto and Umbrella only if required by written contract, and subject to the terms, conditions and exclusions as specified in the policy.

Coverage is primary as respects to General Liability and non-contributory as subject to the terms, conditions and exclusions of your policy.
(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

CITY OF KEY WEST PO BOX 1409 KEY WEST, FL 33041	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

Waiver of subrogation applies in favor of certificate holder as respects General Liability, Auto, Umbrella and Workers Compensation only if required by written contract, and subject to the terms, conditions and exclusions as specified in the policy.

Umbrella follows form.

Proprietors/Partners/Executive Officers/Members Excluded:
Gary Loer, President

30 DAY NOTICE OF CANCELLATION

PART 2

CONTRACT FORMS

CONTRACT AGREEMENT

This Contract, made and entered into _____ day of _____, 20____, by and between the City of Key West, hereinafter called the "Owner", and D.L. Porter Constructors, Inc., hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for **ITB #21-011 RE-BID: 201 WILLIAM ST. SPALLING REPAIR – KEY WEST HISTORIC SEAPORT**

Key West, Florida to the extent of the Bid made by the Contractor, dated the _____ day of _____, 20____, all in full compliance with the Contract Documents referred to herein.

The BIDDING REQUIREMENTS, including the signed copy of the BID FORM, the CONTRACT FORMS, DRAWINGS and/or SUPPLEMENTAL INFORMATION (if any), are hereby referred to and by reference made part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within one hundred-eighty (180) calendar days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

Liquidated Damages: The Contractor recognizes that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the dates specified in the paragraphs above, plus any extensions thereof allowed, in accordance with Article 58 of the General Conditions.

In the event the Contractor fails 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 at a rate of \$1,000.00 per day. Sundays and legal holidays shall be included in determining days in default.

This contract will automatically expire upon completion of the project. Contractors warranty obligations remain in affect.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this

_____ day of _____, A.D., 20__.

CITY OF KEY WEST

By_____

Printed_____

Title_____

CONTRACTOR

By_____

Printed **Gary A. Loer**

Title **President**

APPROVED AS TO FORM

Attorney for Owner

* * * * *

FLORIDA PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05 _____

with offices at _____

hereinafter called the CONTRACTOR (Principal), and

_____ with offices at _____

a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto the **CITY OF KEY WEST**, hereinafter called the CITY (Obligee), in the sum of:

_____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated _____, 20__, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR:

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the scope of work and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds (Not required as part of this contract), and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and

3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract Documents, or to the work to be performed, or materials to be furnished there under shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract Documents, or to the work.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument

this _____ day of _____, 20___, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST

FLORIDA PAYMENT BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____

with offices at _____ hereinafter called the CONTRACTOR, (Principal), and

_____ with offices at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____

_____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto CITY OF KEY WEST, hereinafter called the City (Obligee), in the sum of:

_____ DOLLARS(_____), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for

ITB #21-011 RE-BID: 201 WILLIAM ST. SPALLING REPAIR – KEY WEST HISTORIC SEAPORT attached hereto, with

the CITY, dated _____

_____, 20__, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents, which include Scope of work and conditions prepared by the CITY, invitation to bid, instructions to bidders, the

CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds (Not required as part of this contract), and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract in accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Contract Documents and specifications accompanying the said contract shall affect said obligation of said SURETY on this Bond, and the said SURETY does hereby waive notice of any such changes, extension of time, alternations, or additions of the terms of the Contract, or to the work, to the Contract Documents, or to the specifications.

Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument

this _____ day of _____, 20___, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST

LICENSE REQUIREMENT AND COST

License required for this Project. Contractor must be general contractor or building contractor.

Cost Not To Exceed \$410.00.

CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

A City of Key West Business License Tax Receipt is required for this project. Contractor must be general contractor, building contractor or engineering contractor. Cost not to exceed \$410.00.

City of Key West Business License Tax Receipt may be found on the city website.

<http://www.keywestcity.com/egov/docs/1162843921181.htm>

PART 3

SUPPLEMENTAL INFORMATION



PORT & MARINE SERVICES
201 William Street
Key West, FL
33040

ADDENDUM NO. 2

**201 WILLIAM ST. SPALLING REPAIR
KEY WEST HISTORIC SEAPORT
ITB #21-002**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

GENERAL NOTES:

1. It shall be considered an acceptable practice to replace columns and beams in sections +/-8 linear feet or more with cold joints in concrete pour if each joint is cleaned to sound roughened surface any laitance and loose debris is removed. Rebar splicing at each joint shall be as specified in the construction plan details (36" for #6 rebar and 31" for #5 rebar). Any special condition shall be approved by the engineer of record.
2. Prior to construction the contractor is required to provide the following submittals:
 - Certificates of insurance
 - Surety bonds
 - List of proposed subcontractors
 - List of proposed products
 - Construction progress schedule
 - Submittal register
 - Health and safety plan
 - Work plan
 - Quality control (QC) plan
 - Environmental protection plan
 - Hurricane Preparedness Plan
 - All Project Materials
3. Contractor to sequence noisy activities (95 decibels or greater), within 50 feet of food consumption areas, before business hours. Late night and early morning work will be considered for certain activities.
4. Demolition is incidental to all bid items. Contractor to submit \$0.00 for Bid Schedule Line item #4.
5. All utilities to remain operational, only temporary outages are permitted. If utility outage to last more than 4 hours contractor to provide temporary utilities.
6. All businesses within project area are to remain open. Contractor shall provide safe pedestrian access at all times.
7. Contractor to provide signage directing pedestrians around and/or through construction areas.

8. If unclear whether business is open, contractor shall provide signage indicating open for business.

QUESTIONS & CLARIFICATIONS:

1. The electrical scope of work is just selective removal and replacements of anything on the wall or do these items just get painted over?

Any electrical items/ devices within the area of work are to removed/ reattached

2. How many outlets, panels after removing them will still be in good working order?

It is anticipated that all electrical items/ devices are in good working order

3. Is everything according to code? Once something is touched, they have to be up to code.

Previous work on the structure falls under code when work was completed. Removal/ reattachment to perform work should not trigger replacement.

4. Do you have any general electrical quantities we could follow and price out?

Contractor is to field verify all conditions and quantities prior to bid

5. There is panels, outlets, light fixtures, conduits, condensate, condensers, cctv equipment – these all get removed and replaced – what about painted?

Contractor to match existing condition

6. The existing mural is not supposed to be touched – correct? – But I think you have that wall shown as being painted – which is it?

Contractor to make provisions to protect mural outside of work areas.

7. The piping items – do you need a licensed plumber to remove and replace supply lines, water lines, beer lines, hose bibs etc.? Do these get painted?

The Contractor is expected to abide by all Local, State, and Federal requirements in performing the work. Contractor to match existing condition

8. Are we to remove and replace flooring, drywall, ceilings? How much? Just around new columns?

Contractor is to field verify all conditions and quantities prior to bid. Repair is of areas affected by proposed work

9. Do all thirty-four (34) columns need to be removed and replaced; can we do partial repairs where necessary?

All columns identified on the plans and diagrams shall be replaced entirely. Previous partial repairs were proven ineffective.

10. Is the reason for the replacement a lack of concrete strength? If so, what is the existing compressive strength?

Replacement due to extensive and repetitive concrete spalling likely caused by salt contamination of concrete media and loss of its protective qualities to the reinforcement (spalling).

11. Is the reason for replacement a function of reinforcing steel corrosion?

All replacement shall be as shown on proposed plans, details and diagrams

12. Please confirm that Sika Armatec is to be placed at the top and bottom of the column repairs where the new concrete will bond with existing.

Confirmed

13. Please clarify the requirements for mitigating moisture intrusion during the tie beam replacements at the roof. Also please provide details, if any, regarding tying in the existing roofing to the tie beam.

First half of question – the contractor shall provide any mitigating means necessary to prevent damage to the structure interior and any content

See sheets S-106 for second half

14. Please confirm that all reinforcing steel to be used on this project is to be Grade 100.

Please see sheet G-101 for reinforcement requirements (grade and type)

15. Please confirm that the CMU block infill is rated for the specified wind load on sheet G-101.

There are no proposed CMU at any significant scale in this project.

CMU in note page to be used only for small restoration

16. Please provide clarification on how hurricane season and hurricane preparedness should be addressed in the bid.

Refer to general note #2 above

17. Will any considerations be made during bidding for those that can complete the project in less than 180 days?

There is no early completion incentive clause with this contract

18. Please provide depth from top of slab on grade to the top of the footers.

This is unknown. The contractor to follow details provided in the drawings on how deep to go below existing finished grade.

19. Please provide details on how the seawall and building behave in relation to each other.

This information is not available. No significant record drawings are available.

20. Does the City have access to extra pavers of the same manufactured lot?

Contractor can store and re-use existing pavers as long as they are kept in good condition, match existing for any replacement

21. Are work hours limited to daytime? i.e. Can we work late nights/early morning?

Refer to general note #3 above