

Notice to Bidder: Use Black Ink or Type For Completing the Form.

BID

To: The City of Key West
Address: 525 Angela Street, Key West, Florida 33040
Project Title: ADD DOCUMENT NAME HERE
Project: ITB #11-007

BIDDER'S INFORMATION

Name: D.L. PORTER CONSTRUCTORS, INC.
Address: 6574 Palmer Park Circle
Sarasota, FL 34238

Contact Name: Gary A. Loer

Email: garyloer@dlporter.com

Telephone: 941-929-9400

Fax: 941-929-9500

Signature:  Date: 3.11.11

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/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself 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 Bid.

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

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

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this BID is accepted, he/she will, within twenty (20) calendar days after Notice of Award, sign the Contract in the form annexed hereto, will attach all required licenses and certificates, and will, to the extent of his BID, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the Contract Documents. Performance and Payment Bonds will not be required as part of this contract.

CERTIFICATES OF INSURANCE

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

Certificates of Insurance shall be filed and maintained throughout the life of this Contract with the City Clerk and Risk Management evidencing the minimum limits of insurance cited in Supplementary Conditions. All policies shall provide they may not be terminated or modified without insurer providing the City of Key West as least thirty (30) days advance notice. Additionally, the Grantee shall immediately notify the City of any cancellation of such insurance,

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in bid, in all respects, for this particular project, within ninety (90) calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of two hundred fifty dollars (\$250.00) per day for all work awarded under this contract until the work has been

satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1 , , , , , , , , , , (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

PUBLIC ENTITY CRIMES

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

LUMP SUM PRICE BID

The Bidder agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the Lump Sum on the Bid Form. The Bidder agrees that the Lump Sum represents a true measure of the design, labor, materials, and equipment required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

BID FORM
ITB #11-007: MARTIN LUTHER KING CENTER RENOVATIONS

TOTAL BID PRICE \$ 448,415.00

Total Bid Total in Words

Four Hundred Forty-Eight Thousand Four Hundred Fifteen
and 00/100 Dollars

BID BREAKDOWN

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

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

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

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
	General Conditions	\$27,030.00							
	Coping Corrections	\$16,430.00							
	Deco Drain	\$2,440.00							
	Deck Surfacing	\$42,030.00							
	Misc. Removal & Repairs	\$6,450.00							
	Electrical	\$13,780.00							
	Pool: \$310,676								
	Demo of pool interior surfaces	\$50,245.00							
	Surface preparation for new finish	\$25,794.00							
	Redesign & construction of skimmer area	\$9,894.00							
	Water line tile and assoc. accessories	\$22,614.00							
	Reslope deck/form new coping after apply non-skid deck surface.	\$0.00							
	Removable cast bronze anchor fitting, ladders & step rails.	\$12,544.00							
	Modify step heights	\$11,590.00							
	Install new servicable jets	\$8,834.00							
	UV sterilization unit and controls	\$0.00							
	Replace plumbing lines, equip, valves etc.	\$74,554.00							
	Refinish pool surface	\$27,914.00							
	Engineering	\$38,514.00							
	Pool equip & vac pak	\$33,214.00							
	Rental Equip	\$13,604.00							
	Permit Allowance	\$10,940.00							
	TOTALS	\$448,415.00							

SUBCONTRACTORS

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

Portion of Work: Concrete, Pool Decking, Deco Drain, Demo, Supervision

Name: D.L. Porter Constructors, Inc.

Address: 6574 Palmer Park Circle, Sarasota, FL 34238

Portion of Work: Electrical

Name: Florida Keys Electric, Inc.

Address: 5730 2nd Ave., Key West, FL 33040

Portion of Work: Pool Restoration

Name: Greenbrook Pools

Address: 1550 Madruga Ave., Coral Gables, FL 33146

BIDDER

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

Doing business at 6574 Palmer Park Circle

City Sarasota State FL Zip 34238

Telephone No. 941-929-9400

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

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

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

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 15th day of March, 2011.

(SEAL)

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

By: 
Gary A. Loer
Title: President

Attest: 
Paulette Jewell, Sec.
Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 2011.

Signature of Bidder _____

Title _____

FLORIDA BID BOND

N/A

BOND NO. _____

AMOUNT \$ 0.00

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

_____, hereinafter called the
PRINCIPAL, and Liberty Mutual Insurance Company, a corporation duly
organized under the laws of the State of MA having its principal place of business at
175 Berkeley Street, Boston MA 02116 in the State of MA and
authorized to do business in the State of Florida, as SURETY, are held firmly bound unto
hereinafter called the Obligee, in the sum of Five Percent 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
presents..

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid or Bid for:
ITB #11-007 Martin Luther King Center Renovations

ADD DOCUMENT NAME HERE said Bid, 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 labor, materials, (except those specifically furnished by the Owner),
equipment, machinery, tools, apparatus, means of transportation for, and the performance of the
work covered in the Bid and the detailed Specifications entitled:

ADD DOCUMENT NAME HERE

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 five (5) percent of the Lump Sum Bid be submitted
with said Bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written
Contract with the Owner for the performance of said Contract, within five (5) working days after
written notice having been given of the award of the Contract.

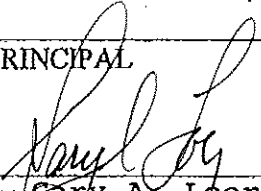
NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within
five (5) working days after written notice of such acceptance, enters into a written Contract with
the OBLIGEE then this obligation shall be void: otherwise the sum herein stated shall be due and
payable to the OBLIGEE 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 10th day of March 2011.

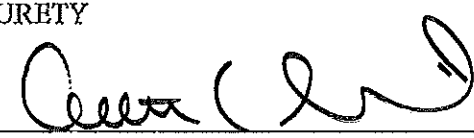
D. L. Porter Constructors, Inc.

PRINCIPAL


By Gary A. Loe, Pres.

Liberty Mutual Insurance Company

SURETY


Attorney-In-Fact

Anett Cardinale, Attorney in Fact
Florida Licensed Resident Agent
(813) 281-2095

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **DAVID H. CARR, JAMES W. DUNN, SHARI SEGALL, ANETT CARDINALE, CAROL H. HERMES, MARGARET A. GINEM, LINDA HORN, ALL OF THE CITY OF TAMPA, STATE OF FLORIDA**

, 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 the penal sum not exceeding **FIFTY MILLION AND 00/100******* DOLLARS (\$ **50,000,000.00*******) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

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.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to 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.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 3rd day of August, 2009.

LIBERTY MUTUAL INSURANCE COMPANY

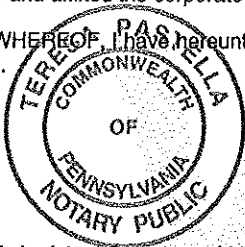


By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 3rd day of August, 2009, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the 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.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 10 day of MARCH 2009.



By David M. Carey
David M. Carey, Assistant Secretary

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

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.

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

PROJECT ITB #11-007: ADD DOCUMENT NAME HERE

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

1. This sworn statement is submitted with Bid, Bid or Contract No. ITB #11-007
MLK Center Renovations for

the City of Key West

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

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 and my
relationship to

(Please print name of individual signing)

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 entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(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 a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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.)

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.

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

Gary A. Loer
(Signature) Gary A. Loer, Pres.
3/15/11
(Date)

STATE OF FLORIDA

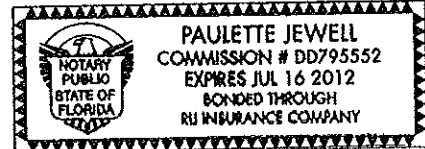
COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Gary A. Loer who, after first being sworn by me, affixed his/~~her~~ signature in the
(Name of individual signing)

space provided above on this 15th day of March, 2011.

My commission expires: *Paulette Jewell*
NOTARY PUBLIC



ANTI-KICKBACK AFFIDAVIT

PROJECT ITB #11-007 : ADD DOCUMENT NAME HERE

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

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.

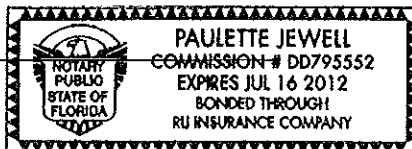
By: *Gary A. Loer*
Gary A. Loer, Pres.

Sworn and subscribed before me this

15th day of March, 2011.

Paulette Jewell
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____



**LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22
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:

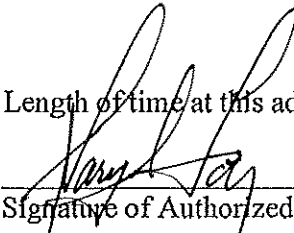
- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately 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 Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 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

Current Local Address: 302 Southard St. #209 Fax:
(P.O Box numbers may not be used to establish status)

Length of time at this address 18 months



Signature of Authorized Representative

3/15/11

Date

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 15th day of March, 2011.
By Gary A. Loer, of D.L. Porter Constructors, Inc.
(Name of officer or agent, title of officer or agent) Name of corporation
acknowledging)
or has produced XXXXXX as identification
(type of identification)

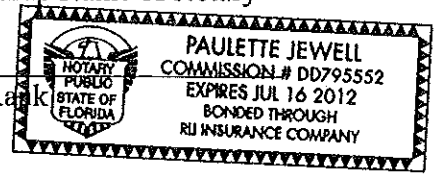


Paulette Jewell
Signature of Notary

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

Print, Type or Stamp Name of Notary

Title or Rank



**2010 / 2011
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2011**

RECEIPT# 30140-60602

Business Name: D L PORTER CONSTRUCTORS INC

Owner Name: GARY A LOER QUALIFIER
Mailing Address: 302 SOUTHARD ST STE 209
KEY WEST, FL 33040

Business Location: MO CTY
KEY WEST, FL 33040
Business Phone: 941-929-9400
Business Type: CONTRACTORS (GENERAL CONTRACTOR
CGC051066)

Rooms Seats Employees Machines Stalls
20

CGCA51066

Number of Machines:		For Vending Business Only				
Transfer Fee		Vending Type:				
Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
50.00	0.00	50.00	5.00	0.00	0.00	55.00

Paid 000-10-00000083 10/20/2010 55.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

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.

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name D.L. PORTER CONSTRUCTORS, INC. CtlMbr:0004032
Location Addr 302 SOUTHARD ST
Lic NBR/Class 11-00024218 CONTRACTOR - CERT GENERAL CONTRACTOR
Issue Date: October 25, 2010 Expiration Date: September 30, 2011
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75

Comments:

This document must be prominently displayed.

D.L. PORTER CONSTRUCTORS, INC.
302 SOUTHARD ST #209

KEY WEST FL 33040

D.L. PORTER CONSTRUCTORS, INC.
302 SOUTHARD ST #209

KEY WEST FL 33040

ITB#11-007

MARTIN LUTHER KING CENTER RENOVATIONS

List at least three (3) years of current or recent projects of similar work shall be provided (dates of works and contacts shall be included)

Name of Project	Contract Amount	Date of Completion	Project applies to what trade	Name of Owner and Address	Phone Number	Fax #
Silver Palms Inn fka El Rancho Motel 830 Truman Ave., Key West, FL	\$ 5,749,668.00	10/14/10	General Contractor	Tejas Inc. dba El Rancho Motel ATTN: Tejas Soni	305-304-8140	305-292-1603
Southernmost on the Beach Hotel 508 South St., Key West, FL 76 Unit Hotel (5 Bldgs) w/pool	\$ 17,806,826.00	2/18/09	General Contractor	Southernmost Beach Motels ATTN: Dale Rands	248-762-5595	248-646-3529
Truman Hotel Phase II 611 Truman Ave., Key West, FL 14 units-2 story hotel w/pool 9375sf	\$ 2,328,477.00	9/25/08	General Contractor	Truman Hotel, Inc. ATTN: William Kemp	305-296-6700	305-296-6005
Santa Maria Condominiums 1401 Simonton St., Key West, FL 35 luxury condo/hotel units w/pool	\$ 12,455,246.00	2/7/07	General Contractor	Premiere Hotel Motel Inc. ATTN: Steve Wilson	301-881-7800	301-881-0546

PROJECT DESCRIPTION

Project Name: Silver Palms Inn

Client Name: Tejas Inc. dba El Rancho Motel
Contact: Tejas Soni
305-304-8140

General Contractor: D.L. Porter Constructors, Inc.
Key Personnel: Gary Loer - Project Manager
Gene Lenhart - Superintendent

Architect: Gonzalez & Associates
Key Personnel: Jose A. Gonzalez

Project Location: Key West, Florida

Project Performance Period: October 2009 - October 2010

Construction Cost: \$5,749,668.00

Description: Formerly known as the El Rancho Motel, this is the newest luxury boutique hotel in Key West which includes 50 living units, a fitness room, lobby/reception area, a nicely decorated breakfast/dining area and a modern pool look. This project was completed in just short of 12 months (almost 2 months earlier than projected). The owner's of this property were interested in our directing them towards Green ideas, so with that in mind, we integrated into the construction an energizer thermostat control system controlling the a/c use as well as the in-room lighting features, a high efficient energy star commercial HVAC systems were installed, in-room and out LED lighting systems were installed to control energy costs, a solar water heating system was installed to supplement the already efficiently designed insta-hot propane water heating system, and aside from the water consumption reducing plumbing devises selected, a reclaim water system was installed to supply all of the facilities toilets as well as all of the sites irrigation needs.

Awards: This project is destined to receive numerous awards in the near future for its exceptional appearance, quality of construction and its desire to implement Green products and techniques into the construction of this facility.



Southernmost on the Beach Hotel



Truman Hotel



Santa Maria Condominiums



March 16, 2011

The City of Key West
525 Angela St.
Key West, FL 33040

RE: ITB #11-007
Martin Luther King Center Renovations

This letter is to confirm that D.L. Porter Constructors, Inc. has no legal action pending against it neither at this time nor during the past three years.

Sincerely,

D.L. PORTER CONSTRUCTORS, INC.



Gary A. Loer
President

GAL/pj

PART 4 SCOPE OF WORK

Please provide a bid quote to renovate the City of Key West Pools. The renovation will include UV sterilization unit and controls, electrical upgrades, re-plumbing of interior pool lines & Stainless hanger to support them, re-sloping and resurfacing of deck, redesign of skimmer, tiling splash zone, replacement of pool lining, replace railings. The railing behind the children's pool facing the water will be constructed from chain link fencing, while the two other side railings will be made from aluminum. This is a turnkey project at Key West public pool. This is a commercial pools complex (Main pool, children pool, decks and locker/ restroom). All work, materials and equipment must meet or exceed the federal, state and local standards for this type of facility. This project requires a mandatory pre-bid meeting with City of Key West staff and a site inspection before a vendor/contractor can bid on this project. There will be NO CHANGE ORDERS on this project. Vendor/contractor must allow for hidden issues that may be found during demolition and preparation. This project has a main pool and a baby pool that will be done together.

Include the following in bid price and break pricing down by line item as a City of Key West option:

1. This is a time sensitive project. A timeline is mandatory and must be turned in with quote. The timeline may be used to determine which vendor/contractor is selected for the project.
2. Vendor is to supply a detailed timeline to include work hours, delivery schedules, blocking of parking, number of staff on site, demolition date, installation dates, startup date and etc. built into the timeline.
3. The City of Key West will review with vendor and establish milestones based on timeline/ schedule with the possibility of financial penalty if there is a failure to meet those milestones.
4. Vendor is responsible for permits, engineering, drawings, manuals, software, any fees, certification and inspections needed to complete this project.
5. Vendor will supply all materials, labor, and equipment necessary to complete the project.
6. Vendor is responsible for securing materials, equipment, and the facility in a safe manner at all times.
7. Vendor is responsible for ensuring that both his staff and sub contractors are following all OSHA and other safety standards and regulation at all time.
8. Vendor will provide all drawings, cut sheet, equipment data sheets & cut sheet and MSDS sheet to the City of Key West with the quote on all items to be used. Upon completion of the job, all aforementioned materials will become the property of the City of Key West.
9. Vendor is responsible to ensure that renovation and related equipment that is installed meets or exceeds all federal, state, local, and city codes or regulations for the rating of this facility.
10. Vendor is responsible for demolition and removal of existing material.
11. Vendor is responsible for any repair to facility, structures and (i.e. patching holes, sealing, painting, replacing of damaged items, and etc.) that may be needed for this project or resulting from this project.

12. First item to be priced is demolition of pools interior surface down to usable material. This shall include removal of paint, fiber down to pool coating inspecting and removing pool coating down to concrete as needs
13. Second item to be priced is surface preparation for new finish. (Repairs, coating, sealer, bonding agents and etc.)
14. Third item to be priced is redesign and construction of skimmer area to include a 2" high front lip sloped down to drains.
15. Fourth item to be priced for tiling from water line tile down to 6" below water line including inside bottom skimmer area, tile numbers at the depth changes and recessed float line hardware at the depth changes must be installed to meet or exceed codes
16. Re-slope deck area with stamped concrete, non-skid surface around pool, bull nose edge coping and the concrete must be colored. The color will be decided by the City of Key West. Slop and drainage must be installed to meet or exceed codes. No pooling anywhere on pool deck will be expectable.
17. Install removable Cast Bronze Institutional Anchor Socket fitting and new ladders and step railings installed to meet or exceed codes..
18. Redesign the step height to meet new deck surface and to meet or exceed code height standards
19. Install new serviceable jets around both pools
20. Install UV sterilization unit and controls on both pools (main pool Emperor Aquatic Model# CLS 61300A8-8F)
21. Replace interior plumbing lines, equipment, valves, hardware and etc. install Stainless Steel mounting hardware, hanger and brackets to meet or exceed code. Flanges & shut off valves need to be installed to allow repairs and maintenance on pools, jets and etc. without the draining of the pool. The spacing/ placement of piping should allow proper room for maintenance and repair to line, jets and surrounding items to meet or exceed code.
22. Refinish pools with (Florida Gem Finish) product only, following all OEM surface preparation and installation directions. The color will be decided by the City of Key West.
23. Pool depth change line must be installed as per OEM specification and to meet or exceed codes.
24. Pool expansion joints must be re-installed as per OEM specification and to meet or exceed codes.
25. At city option price tiling main hallway and restroom floors
26. Vendor is responsible for all Electrical, electronic, plumbing, mechanical, concrete, masonry, finishes, fixtures, roofing, crane service, control service, engineering service and etc. that maybe needed to complete this project.
27. Vendor to provide two days of training on maintain, care and operation of the pool and equipment for City of Key West staff (IT, P&R, and FMT)
28. There will be NO CHANGE ORDER on this project, the vendor is responsible to turn over a fully functional pool to the City of Key West at the completion of the project.
29. Project must be completed by June 1st 2011.
30. Vendor/contractor will supply his own warranty on all items that his staff or subcontractor installs. The warranty must cover installation, labor and parts for a minimum of five years.

31. A signed copy of this scope must accompany the bid pricing and timeline NO
SUBSTITUTION OR OMISSION are allowed.

D.L. PORTER CONSTRUCTORS, INC.



Gary A. Loer, Pres.

3/15/11