

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: DEMOLITION OF 525 ANGELA ST AND 604 SIMONTON BUILDINGS
Project: IB #11-001

BIDDER'S INFORMATION

Name: D.L. Porter Constructors, Inc.
Address: 6574 Palmer Park Circle
Sarasota, FL 34238
Contact Name: C. Marshall White
Email: mwhite@dlporter.com
Telephone: 941-929-9400
Fax: 941-929-9500

Signature:  **Date:** 12/28/10

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

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

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of five hundred dollars (\$500.00) per day for all work awarded under this contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1 , 2 , , , , , (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

PUBLIC ENTITY CRIMES

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

LUMP SUM BASE BID

The Bidder agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the following lump sum. The Bidder agrees that the lump sum price represents a true measure of the design, labor, materials, and equipment required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. The Bid will be awarded on bid amount for the project awarded. Final lump sum payments will be adjusted based on actual units and unit prices.

BID FORM

IB #11-001: DEMOLITION OF 525 ANGELA ST AND 604 SIMONTON BUILDINGS

The City reserves the right to award all or part of the job. Additionally the City reserves the right to issue two (2) different notices to proceed with two (2) different start dates. The City is requesting all bidders bid the job three separate ways; 1. Demolition of 525 Angela Street as individual project 2. Demolition of 604 Simonton Street as individual project, 3. Demolition of 525 Angela Street and 604 Simonton Street as one project

DEMOLITION OF 525 ANGELA ST

\$ 201,524.50

Bid Total in Words

TWO HUNDRED AND ONE THOUSAND FIVE HUNDRED TWENTY FOUR DOLLARS
& FIFTY CENTS

DEMOLITION OF 604 SIMONTON ST

\$ 135,475.50

Bid Total in Words

ONE HUNDRED THIRTY FIVE THOUSAND AND FOUR HUNDRED SEVENTY FIVE
DOLLARS AND FIFTY CENTS

DEMOLITION OF 525 ANGELA ST and 604 SIMONTON ST

\$ 337,000.00

Bid Total in Words

THREE HUNDRED THIRTY SEVEN THOUSAND DOLLARS & NO CENTS

BID BREAKDOWN

The Bidder shall provide a detailed schedule of values for each project above for all aspects of the project including mobilization/demobilization, labor and materials, permitting, environmental cleanup, 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.

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

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: Demolition

Name: D.L. Porter Constructors, Inc. / Key Iron Works

Address: 6574 Palmer Park Circle, Sarasota, FL 34238

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

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.


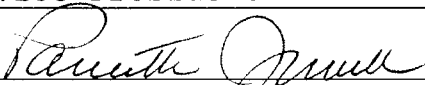
The names of the principal officers of the Corporation submitting this Bid, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:

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 28th day of December, 2010.

(SEAL)

Name of Corporation
D.L. PORTER CONSTRUCTORS, INC.
By: 
C. Marshall White
Title: Vice President
Attest: 
Paulette Jewell
Secretary

If Sole Proprietor or Partnership

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

Signature of Bidder _____

Title _____

Schedule of Values

Demolition of

525 Angela Street, Key West, Fl.

General Conditions:	\$ 9,824.50
Perimeter fencing: (const. and picket)	\$ 25,790.00
Interior Demolition and Environmental:	\$25,010.00
Mechanical Demolition:	\$ 6,915.00
Landscape:	\$ 25,455.00
Roof Disposal:	\$ 11,380.00
Misc. Disposal:	\$ 5,155.00
Ant. Removal:	\$ 8,035.00
Concrete Disposal:	\$ 17,355.00
Building Demolition:	\$ 53,055.00
Fill and Site Work;	<u>\$ 13,550.00</u>
	\$ 201,524.50

Schedule of Values Demolition of 604 Simonton Street, Key West, Fl.

General Conditions:	\$ 9,824.50
Mobilization Demobilization:	\$ 15,349.00
Perimeter fencing:	\$ 8,349.00
Interior Demolition and Environmental:	\$ 25,729.00
Mechanical Demolition:	\$ 4,649.00
Landscape:	\$ 5,349.00
Roof Disposal:	\$ 10,149.00
Misc. Disposal:	\$ 4,149.00
Concrete Disposal:	\$ 10,349.00
Building Demolition:	\$ 26,370.00
Fill and Site Work;	<u>\$ 15,209.00</u>
	\$ 135,475.50

FLORIDA BID BOND

BOND NO. N/A

AMOUNT \$ 5% of Amount Bid

KNOW ALL MEN BY THESE PRESENTS, that

D. L. Porter Constructors, Inc., hereinafter called the PRINCIPAL, and Safeco Insurance Company of America, a corporation duly organized under the laws of the State of WA having its principal place of business at 2055 Sugarloaf Circle, Duluth in the State of GA 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 City of Key West

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid or Bid for:

DEMOLITION OF 525 ANGELA ST AND 604 SIMONTON BUILDINGS 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:

DEMOLITION OF 525 ANGELA ST AND 604 SIMONTON BUILDINGS

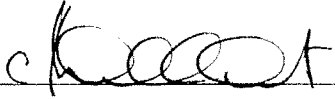
WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's check, certified check, or Bid bond in the amount of five (5) percent of the base Bid be submitted with said Bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner 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 22nd day of, December 2010.

D. L. Porter Constructors, Inc.

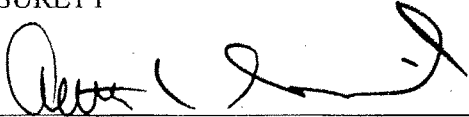
PRINCIPAL



By

Safeco Insurance Company of America

SURETY



Attorney-In-Fact Anett Cardinale
& FL Licensed Resident Agent

Inquiries 813-281-2095

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.

**SAFECO INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco Insurance Company of America (the "Company"), a Washington 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, ANETT CARDINALE, CAROL H. HERMES, MARGARET A. GINEM, LINDA HORN, KEVIN F. MCGRATH, 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 **ONE HUNDRED FIFTY MILLION AND 00/100 ***** DOLLARS (\$ 150,000,000.00*****)** 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 IV - Execution of Contracts: Section 12. Surety Bonds and Undertakings.

Any officer or other official of the Corporation 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 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 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 IV, Section 12 of the By-laws, Garnet W. Elliott, Assistant Secretary of Safeco Insurance Company of America, is authorized to 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.

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 Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 22nd day of July, 2010.



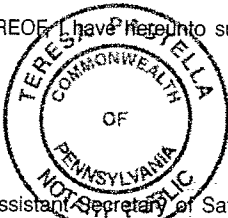
SAFECO INSURANCE COMPANY OF AMERICA

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

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 22nd day of July, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Safeco Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Safeco Insurance Company of America 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.



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

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Safeco Insurance Company of America, 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 IV, Section 12 of the By-laws of Safeco Insurance Company of America.

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 Safeco Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

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 22nd day of December, 2010.



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 IB #11-001: DEMOLITION OF 525 ANGELA ST AND 604 SIMONTON BUILDINGS

**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. 11-001 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
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 C. Marshall White and my relationship to
(Please print name of individual signing)

the entity named above is Vice 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(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 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 no 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.)

Charles
(Signature)
12/28/10
(Date)

STATE OF FL

COUNTY OF Sarasota

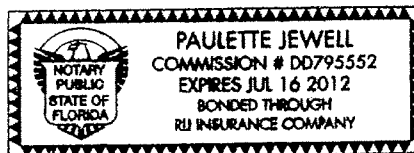
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

C. Marshall White who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this 28th day of December, 2010.

My commission expires:

Paulette Jewell
NOTARY PUBLIC



**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: _____

Current Local Address: **302 Southard St. #209** Fax: **305-293-2931**
(P.O Box numbers may not be used to establish status)

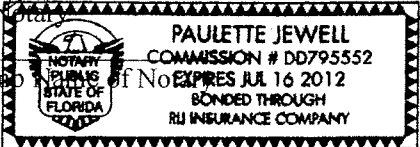
Length of time at this address **14 months**

C. Marshall White
Signature of Authorized Representative

12/28/10
Date

STATE OF FL
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 28th day of Dec., 2010.
By C. Marshall White, of D.L. Porter Constructors, Inc.
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced _____ as identification
(type of identification)

Paulette Jewell
Signature of Notary
Print, Type or Stamp of Notary


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

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				
Number of Machines:		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 INDEMNIFICATION FORM

The CONTRACTOR shall indemnify and hold harmless the City of Key West, its officers, and employees, from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this agreement. Except as specifically provided herein, this agreement does not require CONTRACTOR to indemnify the City of Key West, its employees, officers, directors, or agents from any liability, damage, loss, claim, action or proceeding.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, CONTRACTOR shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate CONTRACTOR to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by CONTRACTOR, or persons employed or utilized by CONTRACTOR.

The CONTRACTOR's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the CONTRACTOR's limit of or lack of sufficient insurance protection.

CONTRACTOR: D.L. PORTER CONSTRUCTORS, INC. SEAL:

6574 Palmer Park Circle
Sarasota, FL 34238

Address



Signature

C. Marshall White

Print Name

Vice President

Title

DATE: 12/28/10



D.L. Porter
Constructors, Inc.

Innovation on a Solid Foundation

December 28, 2010

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

RE: Demolition of 525 Angela St. and 604 Simonton Buildings
IB #11-001

To Whom It May Concern:

This letter is to inform and acknowledge that D.L. Porter Constructors, Inc. has no previous or existing legal action against them within the past three (3) years.

Sincerely submitted,

D.L. PORTER CONSTRUCTORS, INC.

C. Marshall White
Vice President

/pj



WORK EXPERIENCE

List of similar work

<u>PROJECT</u>	<u>Contract Amount</u>	<u>Date Completed</u>	<u>Reference Contact</u>
Silver Palms Inn (New Construction) fka El Rancho Motel (Complete Demolition) 830 Truman Ave. Key West, FL 33040	\$ 5,749,668.00	10/14/10	Tejas Soni, Owner 305-304-8140
Southernmost on the Beach (New Construction) fka Atlantic Shores (Complete Demolition) 508 South St. Key West, FL 33040	\$ 17,800,000.00	2/18/09	Matt Babich Southernmost Hotels 305-296-6577
Truman Hotel (Demo & Rebuild) 611 Truman Ave. Key West, FL 33040	\$ 2,500,000.00	6/9/09	William Kemp, Owner 305-304-6669



THE CITY OF KEY WEST

525 Angela Street
Key West, FL 33040

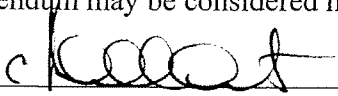
**ADDENDUM 1:
DEMOLITION OF 525 ANGELA ST AND 604 SIMONTON BUILDINGS
INVITATION TO BID # 11-001
December 16, 2010**

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is hereby addended in accordance with the following items:

1. The bid opening has been changed from December 22, 2010 to December 28, 2010 at 3:00,
2. Attached is the prebid sign in sheet,
3. Attached is an updated Limited Lead Based Paint Inspection Report,
4. Attached is a site plan for the property,
5. Bidders shall excavate and remove entire spread footer and all utilities for both buildings,
6. Contractor is required to demolish existing structures and accessory structures such as ADA ramps,
7. All areas of disturbed soil due to demolition shall be compacted to 95% of the maximum density as determined by ASTM D698 Standard Proctor Density,
8. Grade will be brought up to match existing asphalt parking lot with crushed limestone placed in six (6) inch lifts compacted to 95% Std Proctor with the last three (3) inches to be No 57 stone,
9. Contractor will be required to repair any damage to the existing asphalt parking lot that occurred during demolition and repair any stripping that is damaged,
10. Attached is the Tree Disposition List and Tree Disposition Plan report for the site. Contractors shall be required to ball and burlap or remove and dispose as indicated those plants affected by the demolition. All plants listed as Transplant Location TBD or Transplant Mallory must be balled and burlapped and transported to a site identified by the City. Contractor is not required to transplant the plant material once removed.
11. Contractor shall coordinate all plant removal with Cynthia D Coogle, City's Urban Forestry Program Manager and in general follow the attached Planting Rules letters B, C, D, K, L, M, P, Q, and R
12. Contractor shall remove and dispose of all antennas located on the roofs,
13. Contractor shall minimize use of existing parking lot during demolition,
14. No crushing of material will be allowed on site due to noise and dust that will be created,
15. If water is needed on site, the Contractor may install a water tap just passed the meter for each site,

16. Contractor is responsible for notifying the Florida Department of Environmental Protection using form DEP 62-257.900(1): Notice of Asbestos Renovation or Demolition,
17. City will obtain HARC permit for demolition of both sites,
18. All stormwater inlets shall be protected,
19. All utility disconnects shall be performed by a licensed contractor associated with that utility (plumber, electrician, etc),
20. If piles are encountered, Contractor shall cut piles off a minimum of two (2) feet below the existing grade,
21. Contractor shall install a six (6) foot tall construction fence with mesh curtain around the entire site (except Angela St) that is being demolished. A six (6) foot tall solid wood fence shall be installed along the Angela Street side of City Hall during demolishing of that structure. Fence shall have a minimum of 4x4 post and 1x6 pickets. All lumber shall be pressure treated and secured using deck screws. Contractor will be responsible for obtaining HARC permit for the fence. Contractor shall construct the fence panels in such a way that they are easily removable from the post as a panel section.

All Proposers 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

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



THE CITY OF KEY WEST

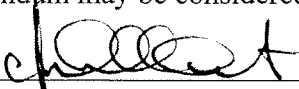
525 Angela Street
Key West, FL 33040

**ADDENDUM 2:
DEMOLITION OF 525 ANGELA ST AND 604 SIMONTON BUILDINGS
INVITATION TO BID # 11-001
December 20, 2010**

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is hereby added in accordance with the following items:

1. On the Tree Disposition List and Tree Disposition Plan report for the site that was included with Addendum #1, Contractors shall be required to ball and burlap or remove and dispose as indicated those plants affected by the demolition. All plants listed as Mallory, PP Grinnell and Angela, KWB, Garrison B, South Roosevelt, etc. must be balled and burlapped and transported to a site identified by the City. Contractor is not required to transplant the plant material once removed.
2. Contractor shall coordinate all plant removal with Cynthia D Coogle, City's Urban Forestry Program Manager

All Proposers 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

D.L. PORTER CONSTRUCTORS, INC.

Name of Business

AC# 5124942

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10082501957

DATE	BATCH NUMBER	LICENSE NBR
08/25/2010	108047349	CGCA51066

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2012



LOER, GARY ALAN
D L PORTER CONSTRUCTORS INC
6574 PALMER PARK CIRCLE
SARASOTA FL 34238

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
SECRETARY

DISPLAY AS REQUIRED BY LAW