

PROPOSAL

ITB # 022-16

FREDERICK DOUGLASS RENOVATIONS

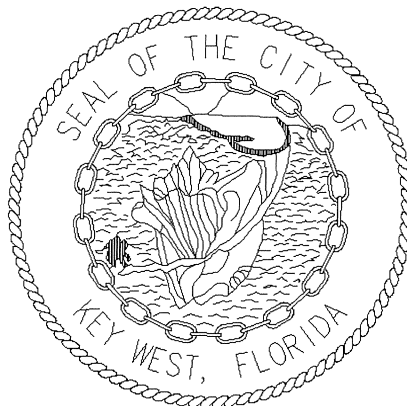
for

**The City of Key West
Office of the City Clerk
3126 Flagler St.
Key West, Florida**

**Bid Date:
5/11/16 – 3:00 pm**

**Submitted by:
D.L. PORTER CONSTRUCTORS, INC.**

CONTRACT DOCUMENTS FOR:



ITB # 022-16
RENOVATION OF FREDERICK DOUGLASS
RECREATION CENTER

PROJECT #PR1206

March 2016

MAYOR: CRAIG CATES

COMMISSIONERS:

RICHARD PAYNE

BILLY WARDLOW

JIMMY WEEKLEY

CLAYTON LOPEZ

SAM KAUFFMAN

MARGARET RAMERO

PREPARED BY:
Hayes Cumming Architects

COPY NO. _____

CITY OF KEY WEST

KEY WEST, FLORIDA

CONTRACT DOCUMENTS

FOR

RENOVATION OF FREDERICK DOUGLASS GYM

CONSISTING OF:
BID REQUIREMENTS
CONTRACT FORMS
CONDITIONS OF THE CONTRACT
SCOPE OF WORK
SPECIFICATIONS
DRAWINGS

KEY WEST, FLORIDA

MARCH 2016

Project No. PR1206

Copy No. _____

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PART 1
BIDDING REQUIREMENTS

INVITATION TO BID

Sealed bids for the City of Key West ITB #022-16 RENOVATION OF FREDERICK DOUGLASS GYM, addressed to the City of Key West, will be received at the Office of the City Clerk, 3126 Flagler St., Key West Florida, 33040 until 4:00pm on April 27, 2016 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, one (1) copy and two (2) flash drives each with one single PDF file of the entire bid package. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside "BID FOR" addressed and delivered to the City Clerk at the address noted above.

The project consists of the selective demolition of the low bay portion of the structure, removal of roof and roof deck of the gymnasium, roof replacement on the existing gymnasium roof sections to remain, construction of a new low bay building in the same location as the demolished structure and selective landscaping and sitework.

Drawings and Specifications may be obtained from Demand Star by Onvia. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712 or ckw@www.cityofkeywest-fl.gov.

A pre-bid meeting will be held in the conference room at 3132 Flagler Avenue, Key West, Florida on **Tuesday April 12, 2016 at 1:00pm.**

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Bidding Documents. The Bidder will also be required to furnish documentation showing that he is in compliance with the licensing requirements of the State and the provisions of Chapter 66 section 87 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before the Contractor can enter into the agreement contained in the Contract Documents. Specifically, Bidder shall demonstrate that he holds, as a minimum, the following licenses and certificates required by State Statute and local codes.

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.

THE BIDDER MUST BE A LICENSED CONTRACTOR BY THE STATE OF FLORIDA AND SUBMIT PROOF OF SUCH WITH THE BID.

The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days the following the Notice of Award and must demonstrate that he holds at a minimum, the following licenses & certificates;

- A. City of Key West Business Tax License Receipt
- B. A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida.

All bid bonds, contract 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.

Before a Contract will be awarded for the work contemplated herein, the CITY will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the CITY to evaluate the Bidder's qualifications.

For information concerning the proposed work, or for appointment to visit the site of the proposed work, contact L. Creed Howell, Project Manager, for Engineering Services Department for the City of Key West at 305 809-3963 or lhowell@cityofkeywest-fl.gov.

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 Bid in question. The City may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the City. The City may also waive any minor formalities or irregularities in any bid, (6) if such rejection is in the best interest of the City. The City may also waive any minor formalities or irregularities in any bid.

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 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

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the ARCHITECT, in writing (at least 10 working days prior to bid opening) 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 Proposals, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

2. GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the Invitation to Bid. The scope is specified in applicable parts of these Contract Documents.

3. QUALIFICATION OF CONTRACTORS

The prospective Bidders must meet the statutorily prescribed requirements before award of Contract by the CITY. Bidders 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.

4. BIDDER'S UNDERSTANDING

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions.

The CITY will make available to prospective Bidders upon request and at the office of the ARCHITECT, prior to bid opening, any information that he may have as to subsurface conditions and surface topography at the worksite.

Each Bidder shall inform himself of, and the Bidder 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, burning and non-burning requirements, permits, fees, and similar subjects.

5. TYPE OF PROPOSAL

A. LUMP SUM

The Proposal for the work is to be submitted on a lump sum basis. Lump sum prices shall be submitted for all items of work set forth in the Proposal. All items required to complete the work specified but not included in the Proposal shall be considered incidental to those set forth in the Proposal.

The Bidder shall submit a Schedule of Values with the Proposal. It shall be broken down by trade and type of work and it shall be used as a basis for payment. Payment to the Contractor will be made on the percent complete of the work performed by the Contractor as specified in the Contract Documents.

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in, as required, preferably in BLACK ink. All price information shall be 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.

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 CITY that any Bidder is interested in more than one Proposal for work contemplated; all Proposals in which such Bidder is interested will be rejected.

B. SIGNATURE

The Bidder shall sign his BID in the blank space provided therefore. 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 CITY prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, ORDINANCES, PERMITS, AND LICENSES, as set forth in the Supplementary Conditions.

The Bidder shall submit with his Bid his experience record showing his experience and expertise in roof construction and related work. Such experience record shall provide at least five current or recent projects of similar work, 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. ARCHITECT.
7. Name of ARCHITECT's contact person and phone number.

The bidder shall submit with his bid a list of items to be performed by his own labor and that performed by subcontractors or others.

D. ATTACHMENTS

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

Anti-Kickback Affidavit
Public Entity Crimes Form
Indemnification Form
Local Vendor Certification
City of Key West Business License Tax Receipt
Domestic Partnership Affidavit
Cone of Silence Affidavit

E. PUBLIC ENTITY CRIMES FORM

Pursuant to the requirements of Chapter 287.133, Laws of Florida, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, all Bidders shall submit a signed and notarized statement with their Bid on the form provided herein.

7. STATE AND LOCAL SALES AND USE TAXES

Unless the Supplementary Conditions contains a statement that the CITY is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political subdivisions, shall pay all state and local sales and use taxes. Prices quoted in the Proposal shall



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

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. Our principal address is 6574 Palmer Park Circle, Sarasota, FL 34283, we maintain a fully functioning office at 302 Southard St, Key West, FL 33040
- 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, Suite 209, Key West, FL Fax: _____ (P.O. Box numbers may not be used to establish status)

Length of time at this address: 7 years

 Date: 5-10-16
Signature of Authorized Representative



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

STATE OF FLORIDA COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 11th day of 2016, ~~2018~~

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 identification~~ as identification
(Type of identification)

Kim McGinnis
Signature of Notary

Kim McGinnis
Print, Type or Stamp Name of Notary

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

Title or Rank

	KIM MCGINNIS
	COMMISSION # FF203112 EXPIRES Feb 24, 2019 BONDED THROUGH RLI INSURANCE COMPANY

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. CtlNbr:0004032
Location Addr 302 SOUTHARD ST
Lic NBR/Class 16-00024218 CONTRACTOR - CERT GENERAL CONTRACTOR
Issue Date: August 25, 2015 Expiration Date: September 30, 2016
License Fee \$325.00
Add. Charges \$0.00
Penalty \$0.00
Total \$325.00
Comments: _____

Dept: KEYWBLD Type: OC Drawer: 1
Date: 8/26/15 51 Receipt no: 35089
2016 24218
OR LIC OCCUPATIONAL RENEWAL

This document must be prominently displayed.

D.L. PORTER CONSTRUCTORS, INC.

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

1.00 \$325.00
3064032
CK CHECK 53113 \$325.00
Trans date: 8/26/15 Time: 13:30:04

KEY WEST FL 33040

NOTE TO BIDDER: Use preferably BLACK ink for completing this Proposal form.

PROPOSAL

To: The City of Key West
Address: 3126 Flagler Street, Key West, Florida 33041
Project Title: RENOVATION OF FREDERICK DOUGLASS GYM
PR 1206

Bidder's contact person for additional information on this Proposal:

Company Name: D. L. Porter Constructors, Inc.
Contact Name & Telephone #: C. Marshall White, Vice President 941-929-9400
Email Address: mwhite@dlporter.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION AND BONDS

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 14 calendar days after the date of the Notice to proceed and to complete the project, in all respects within **305** 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 \$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.

ADDENDA

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

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

SALES AND USE TAXES

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

LUMP SUM ITEMS

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts. The Bidder agrees that the lump sum represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

Total Lump Sum Bid:

\$ 2,108,910.00

Two Million One Hundred Eight Thousand Nine Hundred Ten Dollars & Zero Cents
_____ Dollars & _____ Cents
(amount written in words)

PROPOSAL CONTINUES ON NEXT PAGE

ADDITIVE / ALTERNATES

5. 08453 FIBERGLASS SANDWICH PANEL ASSEMBLIES

A. This component was specifically reviewed and approved by the City of Key West Historic Architecture Review Commission (HARC). As such, it is necessary to identify any alternates offered during the bidding process. Once the bid has been awarded, no substitution whatsoever will be allowed for this component and the successful bidder must plan accordingly to include any long lead time requirements. Any alternates offered must comply exactly with the dimensions, performance and appearance of the Guardian 275 system. If there is any doubt about matching exactly, the decision to accept this alternate is at the sole discretion of the ARCHITECT. **Alternate for Kalwall Insulated Translucent Wall**

Panels

For 4" System	LS Deduct - Twenty-Five Thousand & 00/100 dollars	<u>\$(25,000.00)</u>
For 2-3/4" System	Deduct - Thirty-Five Thousand & 00/100 dollars	<u>\$(35,000.00)</u>

NOTE: THE TOTAL OF BASE BID + ACCEPTED ALTERNATES WILL BE THE BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD

Owner has the right to accept any or all or no Additive/Alternate items.

The Bidder shall submit a Schedule of Values with the Proposal. It shall be broken down by trade and type of work and it shall be used as a basis for payment. The Bidder will be considered non-responsive if Schedule of Values not included in Bid package.

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

List items to be performed by CONTRACTOR's own forces and the estimated total cost of these items. (Use additional sheets if necessary.)

<u>Carpentry & Framing</u>	<u>\$30,000.00</u>
<u>Selective Demolition</u>	<u>\$28,000.00</u>
<u> </u>	<u> </u>

<u>ITEM</u>		
GENERAL CONDITIONS	\$	248,517
Div. 1 DEMOLITION	\$	223,600
Div. 2 SITE WORK	\$	14,641
Div. 3 CONCRETE	\$	160,784
Div. 4 MASONRY	\$	-
Div. 5 STRUCTURAL STEEL & METALS	\$	318,801
Div. 6 WOOD & PLASTICS	\$	37,899
Div. 7 ROOFING & INSULATION	\$	176,332
Div. 8 DOORS & WINDOWS	\$	195,648
Div. 9 FINISHES	\$	215,005
Div. 10 SPECIALTIES	\$	30,370
Div. 11 EQUIPMENT	\$	-
Div. 12 FURNISHINGS	\$	-
Div. 13 SPECIAL CONSTRUCTION	\$	-
Div. 14 CONVEYING SYSTEMS	\$	-
Div. 21 WET PIPE SPRINKLER SYSTEMS	\$	-
Div. 22 PLUMBING	\$	98,784
Div. 23 HEATING VENTILATING AND AIR CONDITIONING	\$	204,880
Div. 26 ELECTRICAL	\$	123,334
Div. 27 COMMUNICATIONS	\$	-
Div. 28 ELECTRONIC SAFETY AND SECURITY	\$	-
Div. 31 EARTHWORK	\$	-
Div. 32 EXTERIOR IMPROVEMENTS	\$	-
Div. 33 UTILITIES	\$	-
SUBTOTAL	\$	2,048,595
Bond & Permit	\$	60,315
TOTAL	\$	2,108,910

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:

CONCRETE & MASONRY:

E. G. Braswell Construction Inc.

Name

<u>5635 MacDonald Ave</u>	<u>Key West</u>	<u>FL</u>	<u>33040</u>
Street	City	State	Zip

STRUCTURAL STEEL:

All Steel Consultants, Inc.

Name

<u>714A 17th St. E.</u>	<u>Palmetto</u>	<u>FL</u>	<u>34221</u>
Street	City	State	Zip

PAINTING:

TMT Painting LLC

Name

<u>1 Golf Club Dr.</u>	<u>Key West</u>	<u>FL</u>	<u>33040</u>
Street	City	State	Zip

HVAC:

TEM Environmental & Mechanical Services, Inc.

Name

<u>3210 Flagler Ave.</u>	<u>Key West</u>	<u>FL</u>	<u>33040</u>
Street	City	State	Zip

SURETY

Liberty Mutal Insurance Company _____ whose address is
175 Berkeley Street, Boston, MA, 02116
Street City State Zip

BIDDER

The name of the Bidder submitting this Proposal is

D. L. Porter Constructors, Inc. _____ doing business at
6574 Palmer Park Circle, Sarasota, FL, 34238
Street City State Zip

which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

<u>Gary A. Loer, President</u>	<u>C. Marshall White, Vice President</u>
<u>Paulette Jewell, Secretary</u>	_____
_____	_____
_____	_____
_____	_____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2016.

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 11th day of May 2016.

(SEAL)

D. L. Porter Constructors, Inc.

Name of Corporation

By 
C. Marshall White

Title Vice President

Attest 
Secretary

ITB #022-16
FREDERICK DOUGLASS RENOVATIONS

**PARTIAL LIST OF SIMILAR
PROJECTS COMPLETED IN RECENT YEARS**

PROJECT: **Key West International Airport
Baggage Claim Hall Renovations**
Renovation of existing baggage area with rental agency
counters & public restrooms

LOCATION: 3491 S. Roosevelt Blvd., Key West, FL

OWNER: Monroe County Board of County Commissioners
Key West International Airport: Larry Flowers 305-809-5208

ARCHITECT: Jacobs: Kevin Regalado 305-718-0599

CONTRACT AMOUNT: \$1,044,404

COMPLETION: August 2013

PROJECT: **Freeman Justice Center Drug Court Renovation**
Interior tenant renovations with windows, doors & restrooms

LOCATION: 302 Fleming St., Key West, FL

OWNER: Monroe County BOCC: Mike Nalepa 305-292-4468

ARCHITECT: Currie Sowards Aguila Architects: 561-276-4951

CONTRACT AMOUNT: \$512,998

COMPLETION: May 2013

PROJECT: **Casa Marina Resort Spa**
Convert existing office space into a spa with lobby,
(3) treatment rooms and restrooms.

LOCATION: 811 Seminole St., Key West, FL

OWNER: Casa Marina Owner, LLC: Robert Rubenstein 561-447-3269

ARCHITECT: Gonzalez Architects: Richard Way 912-201-9888

CONTRACT AMOUNT: \$399,931

COMPLETION: December 2014

PROJECT: **Key West Custom House MEP & FP Improvements**
Add fire sprinklers, lights, additional electrical & sitework.

LOCATION: Key West, FL

OWNER: Key West Art & Historical Society

ARCHITECT: Bender & Associates: David Salay 305-296-1347

CONTRACT AMOUNT: \$330,380

COMPLETION: September 2015

PROJECT: **Stock Island Marina Restroom Renovations**

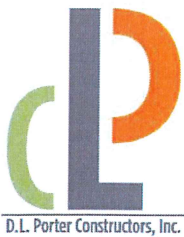
LOCATION: 7013 Shrimp Rd., Key West, FL

OWNER: Long Stock II LLC, Raymond Soboski 305-434-0144

ENGINEER: The Weiler Engr. Corp., Antonio Ferracini 941-764-6447

CONTRACT AMOUNT: \$208,073.60

COMPLETION: August 2014



PROJECT DESCRIPTION

Project Name: **Baggage Claim Hall Renovations at Key West International Airport**
3491 S. Roosevelt Blvd., Key West, FL

Client Name: **Monroe County Board of County Commissioners**
Key West International Airport

Contact: Larry Flowers, Director of Operations 305-809-5200

General Contractor: **D.L. Porter Constructors, Inc.**
Key Personnel: Gary Loer, Project Manager
Tom Blatecky, Superintendent

Architect: **Jacobs**
Key Personnel: Kevin Regalado 305-718-0599

Project Location: Key West, FL

Construction Cost: \$1,044,404

Description: The project involved renovating the existing terminals baggage claim area, rental agency counters and public restrooms. In doing so, the layout was rearranged, new bathrooms were installed, the flooring was changed from hard tile to terrazzo, one new baggage claim carousel was installed and the existing carousel was replaced, new impact rated storefront door systems were installed at 3 locations and a new aluminum canopy rated to meet 190 mph was installed to cover the added baggage carousel. The project was completed in a period of 4 months with the facilities remaining open to the public 16 hrs a day, 7 days a week.



ADDITIONAL EXPERIENCE

RENOVATION OF FREDERICK DOUGLASS GYM – PR 1206

PROJECT

OWNER / ARCHITECT

ADA Compliance Segment #'s 1 & 2

32 Monroe County Public Facilities
* Monroe County, FL (\$673,203)

Monroe County Board of Cty Commissioners
K2M Design
Key West, FL

Aids Memorial Addition

Granite Memorial Bench
* Key West, FL (\$159,000)

Monroe County Board of Cty Commissioners
mbi-k2m Architecture, Inc.
Key West, FL

Ash Transfer Center

* Key West (\$854,041)

City of Key West
Key West, FL

Big Coppitt Fire Facility

* Big Coppitt Key, FL (\$1,043,000)

Monroe County Board of Cty Commissioners
Morrison/Knudsen Gerrits
Key West, FL

Buquebus Ferry Terminal

* Key West, FL (\$2,261,997)

City of Key West
Peter Pike & Associates
Key West, FL

Courthouse Annex Renovation

* Key West, FL (\$584,484)

Monroe County Board of Cty Commissioners
Gonzalez Architects
Key West, FL

Crawl Key Fire Training Addition

* Crawl Key, FL (\$54,860)

Monroe County Board of Cty Commissioners
Key West, FL

Department of Homeland Security

* Key West, FL (\$2,545,711)

Key West GSA, LLC
Tampa, FL
RMJ Architects
Tampa, FL

FL Keys Mosquito Control Hangar

* Key West, FL (\$7,545,222)

FL Keys Mosquito Control District
Thomas E. Pope, P.A.
Key West, FL

Fort Village & Robert Gabriel Housing Complex (Doors & Windows Replacement)

12 Bldgs
* Key West, FL (\$570,453)

Housing Authority of the City of Key West
Key West, FL

Freeman Justice Center Drug Court Renovations

* Key West, FL (\$512,998)

Monroe County Board of Cty Commissioners
Currie Sowards Aguilla Arch.
Delray Beach, FL

Gato Bldg. Interior Renovation

* Key West, FL (\$1,812,444)

Florida Department Of Health
Bender & Assoc., Architects
Key West, FL

Gato Bldg. Exterior Restoration
(Historic Preservation)

* Key West, FL (\$4,027,200)

Monroe County Board of Cty Commissioners
Bender & Assoc., Architects
Key West, FL

Key West Bight, Public Restrooms

* Key West, FL (\$246,000)

City of Key West
Gonzalez Architects
Key West, FL

Key West Customs House MEP & FP

* Key West, FL (\$330,379)

Key West Art & Historical Society
Bender & Associates
Key West, FL

Key West Fire Station #2

* Key West, FL (\$6,326,649)

City of Key West
MBI / K2M
Key West, FL

Key West Light Station Renovation

* Key West, FL (\$660,124)

City of Key West
Bender & Associates
Key West, FL

Key West International Airport Baggage Claim Hall Renovations

* Key West, FL (\$1,044,404)

Monroe County Board of Cty Commissioners
Key West, FL
Jacobs
Miami, FL

Key West International Airport Hangar Development, Taxiways & Aprons

* Key West, FL (\$3,431,000)

Monroe County Board of Cty Commissioners
Key West, FL
URS Corporation
Miami, FL

Key West International Airport Addition & Renovation

* Key West, FL (\$3,629,050)

Monroe County Board of Cty Commissioners
Key West, FL
Gonzalez Architects
Key West, FL

Key West International Airport Generator w/Building

* Key West, FL (\$270,650)

Monroe County Board of Cty Commissioners
Key West, FL
URS Corporation
Miami, FL

**Key West International Airport
Miscellaneous Improvements**

* Key West, FL (\$198,000)

Monroe County Board of Cty Commissioners
Key West, FL
URS Corporation
Miami, FL

Lester Building Enclosure

* Key West, FL (\$319,796)

Monroe County Board of Cty Commissioners
Gonzalez Architects
Key West, FL

Little Hamaca Park

* Key West, FL (\$149,780)

City of Key West
Key West, FL

Mallory Square Restroom

* Key West, FL (\$224,173)

City of Key West
Gonzalez Architects
Key West, FL

**Mallory Square Seawall & Plaza
and Sculpture Garden**

* Key West, FL (\$2,900,000)

City of Key West
Gonzalez Architects
Key West, FL

**Marathon Airport Sheriff's Hangar
Simulator Classroom**

* Marathon, FL (\$103,779)

Monroe County Sheriff's Office
Monroe County Board of Cty Commissioners
Marathon, FL

Manatee County Detention Facility

* Port Manatee, FL (\$3,480,000)

Manatee County Board of Cty Commissioners
Centex Rooney Constr. Co.
Lake City, FLP

**Marathon Diesel General
Generating Plant**

* Marathon, FL (\$862,000)

Florida Keys Electric Coop
Marathon, FL

Marathon Hangar Building

* Marathon Key, FL (\$374,980)

Monroe County Board of Cty Commissioners
Key West, FL
Rosenblatt-Naoeri Associates
Summerland Key, FL

**Monroe County Detention
Facility-Key West**

* Concrete Pkg. (\$1,071,286)
* Masonry Pkg. (\$1,079,555)

Monroe County Board of Cty Commissioners
Key West, FL
Morrison-Knudsen/Gerrits
Construction Managers

**Monroe County Detention
Facility-Foundation Pkg.**

* Key West, FL (\$506,103)

Monroe County Board of Cty Commissioners
Key West, FL
Hansen Lind Meyer
Orlando, FL

**Monroe County Detention
Sheriff's Headquarters**

* Key West, FL (\$3,472,000)

Monroe County Board of Cty Commissioners
Morrison-Knudsen Gerrits
Key West, FL

Monroe County Library

* Key West, FL (\$652,773)

Monroe County Board of Cty Commissioners
Thomas E. Pope, AIA
Key West, FL

**Monroe County Public Service Facility
Asbestos Abatement Demolition**

* Key West, FL (\$429,339)

Monroe County Board of Cty Commissioners
Key West, FL

**Monroe County Sheriff's Hangar
Marathon Airport**

* Marathon, FL (\$1,569,414)

Monroe County Board of Cty Commissioners
URS Corporation
Miami, FL

**Monroe Sheriff's Substation &
Tax Collector's Offices**

* Marathon, FL (\$733,000)

Monroe County Board of Cty Commissioners
Bender & Associates Architect
Key West, FL

**Naval Air Station
Repairs & Alterations A-149**

* Key West, FL (\$113,700)

United States Navy-SOUTHDIV
Key West, FL

**Naval Air Station
Addition to Bldg A1019**

* Key West, FL (\$120,806)

United States Navy-SOUTHDIV
Key West, FL

**Naval Air Station-Indoor
Racquetball Courts**

* Key West, FL (\$142,715)

United States Navy-SOUTHDIV
Key West, FL

**Old Mariner's Hospital Renovation
Plantation Key Sheriff's Substation**

* Key West, FL (\$3,015,400)

Monroe County Board of Cty Commissioners
Bender & Associates Architect
Key West, FL

Park and Ride Parking Garage

* Key West, FL (\$3,597,557)

City of Key West
Key West, FL

**Public Service Facility
Fire Station #1 Phase I**

* Key West, FL (\$2,027,000)

City of Key West
Key West, FL
Gonzalez Architects
Key West, FL

**Public Service Facility
Police Station – Phase II**

* Key West, FL (\$4,230,038)

City of Key West
Key West, FL
Gonzalez Architects
Savannah, GA

Retail Store Expansion

201 William St.

* Key West, FL (\$122,796)

City of Key West
Key West, FL
Peter Pike Architect
Key West, FL

Roof Canopy at SWTE

* Key West, FL (\$82,025)

City of Key West
CH2M Hill, Architect
Gainesville, FL

Senior Citizens Plaza Concrete Repair

* Key West, FL (\$7,841,206)

Housing Authority of the City of Key West
Wiss, Jenney, Elstner Assoc.
Northbrook, IL

Studios of Key West, PH 1 & 2

* Key West, FL (\$1,737,181 – PH 2)
(\$675,193 – PH 1)

The Studios of Key West Inc.
Michael Miller Architect
Key West, FL

West Martello Public Restrooms

* Key West, FL (\$159,900)

Monroe County Board of Cty Commissioners
Key West, FL
William P. Horn Architect
Key West, FL

FLORIDA BID BOND

BOND NO. N/A Bid

AMOUNT: \$ 5% of amt. bid

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 Massachusetts

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

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, FL

hereinafter called the OBLIGEE, in the sum of Five Percent of Amount Bid

DOLLARS (\$ 5% of amt. 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 the Renovation
ITB#-22-16
of the Frederick Douglass Recreation Center, said Bid Proposal, by reference thereto, being
Project #PR1206
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 #022-16 RENOVATION OF FREDERICK DOUGLASS RECREATION CENTER/ PR 1206

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 14TH day of April, 2016.

PRINCIPAL

D. L. Porter Constructors, Inc.

By 

Liberty Mutual Insurance Company

SURETY

By 

Attorney-In-Fact and Florida Licensed Resident Agent
Eileen C. Heard

STATE OF Florida)
) : SS
COUNTY OF _____)

C/O WILLIS TOWERS WATSON
4211 W. BOY SCOUT BLVD., #1000
TAMPA, FL 33607
INQUIRIES (813) 281-2095

PRINCIPAL'S ACKNOWLEDGMENT

INDIVIDUAL VERIFICATION

State of _____ County of _____

On this _____ day of _____, in the year _____ before me personally came _____ to me well known, and known to me to be the person(s) who is (are) described in and who executed the foregoing instrument, and acknowledges to me that he (they) executed the same.

(Signature and title of official taking acknowledgment)

PARTNERSHIP VERIFICATION

State of _____ County of _____

On this _____ day of _____, in the year _____ before me personally came _____ to me known to be the person who is described in and who executed the foregoing instrument, and acknowledges to me that he executed the same, as and for the act and deed of the said co-partnership.

CORPORATE VERIFICATION

State of Florida County of Sarasota

On this 11th day of May, in the year 2016 before me personally came C. Marshall White to me known, who, being by me duly sworn, deposes and says that he/she resides in the City of Sarasota that he/she is the Vice President of the D. L. Porter Constructors, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; that the seal is affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

C. Marshall White
(Signature and title of official taking acknowledgment)

SURETY COMPANY ACKNOWLEDGEMENT

State of **Florida**

County of **Hillsborough**

On this **14th** day of **April**, in the year **2016**, before me personally came **Eileen C. Heard** to me known to be the individual described in and who executed the foregoing instrument and to be the Attorney-in-Fact of **Liberty Mutual Insurance Company**, which is to me known to be the corporation described in the foregoing instrument, and which by its said Attorney-In-Fact executed the same, and said Attorney-In-Fact duly acknowledged to me that he/she knows the Seal of said Corporation; that the Seal affixed to said instrument is such Corporate Seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he/she executed the said instrument as the act and deed of said **Liberty Mutual Insurance Company** therein described and for the uses and purposes therein mentioned by virtue of a certain power of attorney executed by said **Liberty Mutual Insurance Company** dated **April 14th, 2016** which said power has never been revoked and is still in full force and effect.

Brandy L. Baich

Brandy L. Baich
Notary Public State of Florida



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.

Certificate No. 7005463

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

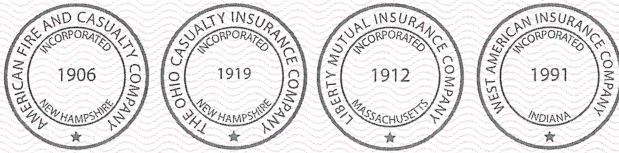
KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, 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; Brandy L. Baich; David H. Carr; Eileen C. Heard; Margaret A. Ginem; Robert H. Bond

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 3rd day of June, 2015.

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

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



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 3rd day of June, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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 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, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, 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.

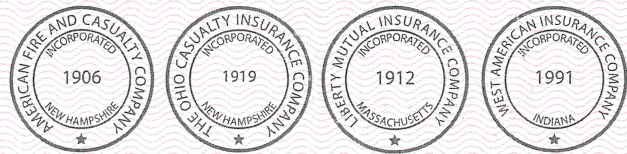
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as 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, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, 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 14th day of April, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, 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

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 #022-16 Renovation of
Frederick Douglass Gym

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
(please print name of individual signing)

and my relationship to 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 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 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

- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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).

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.)

C. Hoat

(signature)

May 11, 2016

(date)

STATE OF FLORIDA

COUNTY OF SARASOTA

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

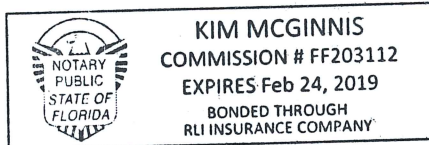
C. Marshall White who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 11th day of May, 2016.

My commission expires: 02/24/2019

Kim MCGinnis

NOTARY PUBLIC



INDEMNIFICATION

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: 

6574 Palmer Park Circle, Sarasota, FL 34238
Address


Signature

C. Marshall White
Print Name

Vice President
Title

DATE: May 11, 2016

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 Ordinance Sec. 2-799.

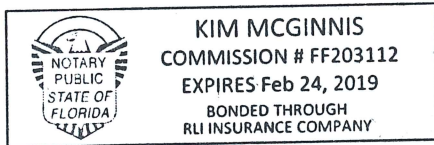
By: *C. Marshall White*
C. Marshall White, Vice President

Sworn and subscribed before me this

11th day of May, 2016.

Kim McGinnis
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 02/24/2019



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 issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

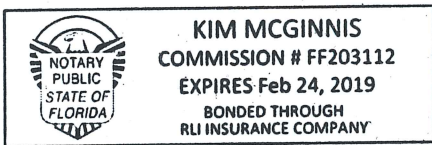
By: 
C. Marshall White, Vice President

Sworn and subscribed before me this

11th Day of May, 2016.


NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 02/24/2019



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 Proposal filled in, using black ink. [✓]
3. Total and unit prices added correctly and attached Schedule of Values [✓]
4. Addenda acknowledged. [✓]
5. Subcontractors are named as indicated in the Proposal. [✓]
6. Experience record included. [✓]
7. Proposal 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 calendar days after receiving a Notice of Award. [✓]
11. BID submitted intact with the volume entitled "Bidding Requirements" and "Contract Forms", 1 original, 1 copy and 2 flash drives as stated in the invitation to bid. [✓]
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. [✓]



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

ADDENDUM NO. 1

FREDERICK DOUGLASS GYM RENOVATIONS / ITB 022-16

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 Invitation to Bid (ITB) package is hereby addended in accordance with the following items:

MEETING MINUTES AND SIGN IN SHEET

FREDERICK DOUGLAS GYM ITB MILESTONE SCHEDULE

MANDATORY SITE VISIT, 2:00 APRIL 19TH, 2016

EXTENDED BID DATE, 3:00 MAY 11, 2016

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 with Attachment by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

A handwritten signature in blue ink, appearing to read "C. Porter", is written over a horizontal line.

Signature

D. L. Porter Constructors, Inc.

Name of Business



THE CITY OF KEY WEST

Post Office Box 1409
Key West, FL 33041-1409

ADDENDUM NO. 2 ITB 022-16 RENOVATION OF FREDERICK DOUGLAS RECREATION CENTER

This addendum 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:

DRAWINGS:

Sheet A-003: Remove sheet issued with Bid Set (dated 3/28/2016) and replace with attached sheet marked Revision 1 'BID ADDENDUM #1' and dated 4/27/2016. Also note: General Contractor to provide:

HEPA-AIRE® PAS1200HC Portable Air Scrubber or equivalent;

The full-feature HEPA-AIRE PAS1200HC Portable Air Scrubber from Abatement Technologies® is stainless-steel and features variable airflow control from 150 cfm to 900 cfm. Multiple units can be daisy-chained on one 15-amp circuit via the GFCI-protected duplex receptacles. General Contractor to coordinate with company technical representative to determine appropriate cfm for this application and provide.

SPECIFICATIONS:

Section 01100 – Summary: Delete 1.2 H. 2. and replace with:

1. Contractor shall provide for protected public access to Health Clinic including parking, fencing, vehicle access and covered walkway (as necessary). Health Clinic will remain in operation during reconstruction of the adjacent gym. Contractor shall ensure temporary protective wall is sound and secure at all time, and specified air scrubber in operation 24/7.
2. Contractor shall provide for and maintain electrical power to Health Clinic at all times. Loss of power due to switch over from existing to temporary power panel shall be fully coordinated in advance with the Owner and Health Clinic personnel.

RESPONSES TO QUESTIONS THROUGH 4/26/2016:

1. (4/15) - The generator is to be turned over to who and where is it to be taken?
RESPONSE: The generator is to remain in place and be fed from new panel for medical clinic.
2. (4/15) - Does the wire in the conduit that feeds the generator remain?
RESPONSE: See electrical demolition notes on Sheet E-001.
3. (4/18) – Substitution Request: Barrier One Moisture Vapor Reduction Admixture
RESPONSE: Approved.
4. (4/19) - Section 01100, 1.2, A. states the main space shall include a movable partition for subdivision during simultaneous events. Section 55000, 2.10 indicates steel support and bracing for moving wall. I cannot find the location of or any details on the plans for this wall.
RESPONSE: Disregard any language that references a moveable partition. It was inadvertently left in the specifications and does not apply to this project.
5. (4/19) - Specification section 06192 describes prefabricated metal-plate-connected wood trusses. The plans indicate pre-engineered metal trusses. Is either type of truss acceptable?
RESPONSE: No; please provide only pre-engineered metal trusses. Wood trusses do not meet the current Florida Building Code for this type of construction.
6. (4/21) - During the walk-thru I noted that the Health Clinic contains a fire alarm system:
 - a. Is this system self-contained, or does it also extend through the area to be demolished to the Gym?
RESPONSE: The Fire Alarm system in the Medical Clinic is separate from the Gymnasium fire alarm system.
 - b. Who is the present provider for this system, and what is the manufacturer of the alarm system?
RESPONSE: Verify on site.
 - c. Will the system have to be maintained during construction?
RESPONSE: Yes, the fire alarm system in the Medical Clinic needs to remain in operation as the clinic will remain open. Coordinate the fire alarm system alterations when the Clinic sub-panel is moved from the Back Stage area to the Medical Clinic.
 - d. Where is the Fire Alarm Control Panel located?
RESPONSE: Verify on site.
7. (4/21) - Will the phone / IT system in the building also have to be maintained, and if so where is the IT room / equipment located?
RESPONSE: Yes, must be maintained. IT Room not located in Gym portion; however, Contractor shall maintain and protect exterior communication conduits running along backside of gym.
8. (4/21) - Will it be permissible to totally relocate power for the Health Clinic to a permanent location on the exterior of the building, and re-feed the branch circuitry for the clinic from this location?
RESPONSE: Yes; however, “permanent location” subject to review by the Architect and approval by the Owner.
9. (4/25) - Keynote #7 on sheet A-003 describes bracing to be provided to support roof loads while demolition at the cracking event is being performed. Will this bracing need to be design by an engineer? If so, who provides the engineering?
RESPONSE: General Contractor shall provide engineering based on their operational demolition plan for removal in this area. Cost of engineering to be included in the bid submitted.

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.

A handwritten signature in blue ink, appearing to read 'D. L. Porter', written over a horizontal line.

Signature

D. L. Porter Constructors, Inc.

Name of Business

PART 2

CONTRACT FORMS

CONTRACT

This Contract, made and entered into this _____ day of _____ 2016,

by and between the City of Key West, hereinafter called the "Owner", and _____

_____ 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 #006-16 RENOVATION OF THE FREDERICK DOUGLAS RECREATION CENTER / PR 1206, dated the _____ day of _____ 2016, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the PROPOSAL, CONTRACT FORMS, PERFORMANCE & PAYMENT BONDS, SCOPE OF WORK, DRAWINGS & SPECIFICATIONS.

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 Proposal 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 on three hundred and five (305) 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.

It is agreed that the Contract, based upon the BID, shall be fully complete within the stated number of consecutive calendar days from the date the Notice to Proceed is issued.

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., 2016.

CITY OF KEY WEST

By _____

Title _____

CONTRACTOR

By _____

Title _____

* * * * *

FLORDIA 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 _____, 2016, 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, 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 _____, 2016, 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 # 006-16 RENOVATION OF THE FREDERICK DOUGLAS RECREATION CENTER / PR 1206 attached hereto, with

the CITY, dated _____

_____, 2016, 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, 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 _____, 2016, 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