

BID DOCUMENTS FOR FIRE STATION #2

CONSISTING OF:

BIDDING REQUIREMENTS
CONTRACT FORMS
CONDITIONS
SCOPE OF WORK
PLANS & SPECIFICATIONS

**ITB 13-014
PROJECT #: GN1204**

PREPARED BY:

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For:

THE CITY OF KEY WEST
KEY WEST, FLORIDA

May 24, 2013

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PART 1

BIDDING REQUIREMENTS

INFORMATION TO BIDDERS

SUBJECT: INVITATION TO BID NO. **ITB 13-014**
FIRE STATION #2

ISSUE DATE: MAY 24, 2013

MANDATORY
PRE BID CONFERENCE: JUNE 4, 2013 9:00AM
616 SIMONTON ST.
CONTACT: T. JUSTICE - 305-809-3943
OR S. SNIDER - 305-809-3815

MAIL OR SPECIAL
DELIVERY REPNSES TO: CITY CLERK
CITY OF KEY WEST
3126 FLAGLER AVE
KEY WEST, FL 33040

DELIVER BIDS TO: SAME AS ABOVE

BIDS MUST BE
RECEIVED: JULY 10, 2013

NOT LATER THAN: 3:00 P.M. LOCAL TIME

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

ses

Enclosures

INVITATION TO BID

Sealed Bids addressed to the City of Key West (CITY), for the Invitation to Bid (ITB) # **13-014 Fire Station #2** will be received at the office The Clerk of the City of Key West at 3126 Flagler Ave, Key West, Florida 33040, until 3:00 p.m., local time, on July 10, 2013 and then will be publicly opened and read. Any Bids received after the time and date specified will not be considered.

The project contemplated consists of providing all materials, equipment and labor necessary to accomplish the following:

- The project consists of a two-story 9,140 square foot three-bay fire station with site development in a phased project. Phasing will allow for the existing fire station to remain in operation during construction.

Drawings and Specifications may be obtained from DemandStar by Onvia or from the City of Key West website (www.keywestcity.com). Please contact DemandStar at www.demandstar.com or call 1-800-711-1712.

Each Bid must be submitted on the prescribed forms and accompanied by Bid security. Bid or BID security shall be by cash, by certified or cashier's check, by a Bid bond or an irrevocable letter of credit made payable to the city and provided by a surety company authorized to do business as a surety in the state in an amount not less than five percent of the amount of the Bid or BID. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

One (1) original, one (1) copy, and 2 flash drives in PDF format of the Bid are to be submitted in two sealed envelopes, one within the other, clearly marked on the outside "ITB #13-014 Fire Station #2", and addressed to the City Clerk.

Bidders must hold and furnish documentation of all State of Florida licenses, certifications, registrations or competency cards required in order to Bid and perform the work specified herein.

The successful Bidder will be required to show that he/she is in compliance with the provisions of Chapter 66 of the Code of Ordinances of the City of Key West within 10-days of Notice of Award. The successful Bidder must demonstrate that he/she holds, as a minimum, the following licenses and certificates:

- A. City of Key West License as defined in the Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.
- B. A valid Certificate of Competency issued by the Chief Building Official of the City of Key West, which shall be valid throughout the contract time.
- C. A valid Business Tax Receipt issued by the City of Key West.

All Bid 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/her 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 Owner will conduct such investigation as is necessary to determine the performance record and ability of the apparent lowest, qualified 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 Owner to evaluate the Bidder's qualifications.

For information concerning the proposed work, or for appointment to visit the site of the proposed work, contact Doug Bradshaw, Senior Project Manager at (305) 809-3792, email at dbradsha@keywestcity.com or Terrence Justice, Project Manager (305) 809-3943 , email at tjustice@keywestcity.com.

Prior to award by the CITY the successful Bidder must be able to prove that Bidder held State Licenses prior to submittal of Bid as would be required to perform work herein. Within 10-days after issuance of the Notice of Award, the successful Bidder must be able to prove that Bidder holds City Licenses as would be required to perform work herein. Any permit and/or license requirement and subsequent costs are located within the Bid document. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded in Bid. The CITY may reject Bids: (1) for budgetary reasons, (2) if the Bidder misstates or conceals a material fact in its Bid, (3) if the Bidder does not strictly conform to the law or is non-responsive to Bid requirements, (4) if the Bid is conditional, (5) if a change of circumstances occurs making the purpose of the Bid unnecessary, (6) if such rejection is in the best interest of the CITY, or (7) if, in the opinion of the City, any or all of the submitted and/or verified qualifications fail to meet the standards set forth in these ITB documents, taken as a whole. The CITY may also waive any minor informalities or irregularities in any Bid.

STATEMENT OF NO BID #13-014

NOTE:IF YOU DO NOT INTEND TO BID, PLEASE RETURN THIS FORM ONLY TO:

CITY OF KEY WEST
FINANCE DEPARTMENT
P.O. BOX 1409
KEY WEST, FLORIDA 33040
ATTN: S. SNIDER

We, the undersigned have declined to bid on the above-noted Invitation to Bid for the following reason(s)

- Insufficient time to respond to Invitation to Bid
- Do not offer this product
- Our schedule will not permit us to perform
- Unable to meet specifications
- Specifications unclear (please explain below)
- Remove us from your "Bidder Mailing List"
- Other (Please specify below)

We understand that if a "No Bid" statement is not returned, our name may be removed from the Bidder's list of the City of Key West.

COMPANY
NAME: _____

AUTHORIZED
AGENT: _____

COMPANY
ADDRESS: _____

DATE: _____ TELEPHONE: _____

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS FORMAT

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

The intent of the 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.

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 Project Manager, in writing, at least ten (10) calendar days prior to the 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 through DemandStar to all registered holders of the Contract Documents. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

2. DESCRIPTION OF THE PROJECT

The work to be completed for this project can be found in Section 4. The Bidder will be required to complete all work as specified.

3. QUALIFICATION OF CONTRACTORS

Bidders must hold all licenses, certifications, registrations or competency cards required by Florida Statute and local ordinances in order to perform the work specified herein.

4. BIDDER'S UNDERSTANDING

Each Bidder must inform him/herself of the conditions relating to the execution of the work, and it is required that he/she will inspect the site(s) and make himself/herself thoroughly familiar with the Bid Documents. Failure to do so will not relieve the successful Bidder of his/her obligation to enter into a Contract and complete the contemplated work in strict accordance with the Bid Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and construction or worksite conditions.

The Owner will make available to prospective Bidders upon request and at the office of the Project Manager, prior to Bid opening, any information that he/she may have as to conditions at the worksites.

Investigations conducted by the Project Manager of any locations were made for the purpose of study and design, and the Project Manager assumes no responsibility whatever in respect to the sufficiency or accuracy of data or other investigations that have been made, or of the interpretations made thereof, and there is no warranty or guaranty, either express or implied, that the conditions indicated by such investigations are representative of those existing throughout such area, or any part thereof, or that unforeseen developments may not occur.

Copies of any existing documents regarding the work sites can be viewed at the City offices of Engineering, 3140 Flagler Ave, and any that are made available shall not be considered a part of the Contract Documents, said documents are made available only for the convenience of the Bidders.

Information derived from Drawings showing location of utilities and structures will not in any way relieve the contractor from any risk, or from properly examining the site and making such additional investigations as he/she may elect, or from properly fulfilling all the terms of the Contract Documents.

Each Bidder shall inform him/herself 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. Performance and Payment Bonds are required as part of this contract.

5. **TYPE OF BID**

A. LUMP SUM

The Bid for the work is to be submitted on a LUMP SUM basis. LUMP SUM prices shall be broken down on a unit price basis for each part of the project in the Bid and a Schedule of Values shall be included with the Bid. The total amount to be paid the Contractor shall be the amount of the Lump Sum Bid as adjusted for additions or deletions in number of units and/or resulting from Owner authorized changes in the project or by actual number of units used in construction. The owner reserves the right to enter into a contract for all or portions of the project and to adjust the final Lump Sum accordingly.

B. PREPARATION OF BIDS

GENERAL

All blank spaces in the Bid form must be filled in, as required, in BLACK INK or TYPED. All price information will 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 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 ITB.

Bidders shall not submit unbalanced Bids as requested in the breakdown of Bids.

Only one (1) Bid from any individual, firm, partnership, or corporation under the same or different names, will be considered. Should it appear to the Owner that any Bidder is interested in more than one (1) Bid for work contemplated, all Bids in which such Bidder is interested will be rejected.

SIGNATURE

The Bidder shall sign his/her 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 the 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 on behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power of attorney must be on file with the Owner prior to opening of

Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.

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, CODES, ORDINANCES, PERMITS, and LICENSES.

ATTACHMENTS

Bidder shall complete and submit the following forms with his Bid or as otherwise identified in the Bid document:

- Bid Form including detail schedule of values,
- Sworn statement under section 287.133(3)(a) Florida Statutes, on public entity crimes,
- Anti-Kickback Affidavit
- Local Vendor Certification
- Equal Benefits for Domestic Partner Affidavit
- At least three (3) years of current or recent projects of similar work shall be provided (dates of works and contacts shall be included),
- A description of any previous or existing legal action against the Bidder within the past three (3) years. If none, Bidder shall state this fact in writing.
- All Bidders shall include with their Bid package their complete Bid on two flash drives with a single PDF format file of the bid on each flash drive. (two flash drives are required with the Bid)

Note: if any of the items above or as required in other parts of the document are not included in the Bid, the Bid will be considered nonresponsive and therefore will be rejected unless City Commission directs otherwise.

7. STATE AND LOCAL SALES AND USE TAX

The Owner 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 unless stated differently in these documents. Prices quoted in the Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize the tax.

8. SUBMISSION OF BIDS

All Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the ITB. Bids must be made on the Bid forms provided herewith.

Each Bid must be submitted in two sealed envelopes, one within the other, so marked as to indicate the Bidder's name and its contents without being opened, and addressed in conformance with the instructions in the ITB. One original, one copy, and 2 flash drives are required.

9. MODIFICATIONS OR WITHDRAWAL OF BIDS

Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for the receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telephone, fax, or email. If by telephone, fax, or email, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid. No Bid may be withdrawn after the time scheduled for the opening of Bids, unless the time specified in paragraph 12, AWARD OF CONTRACT, in these Instructions to Bidders shall have elapsed.

10. BID SECURITY

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his/her power-of-attorney as evidence of his/her authority to bind the certification by a resident agent shall also be provided.

Bid or BID security shall be by cash, by certified or cashier's check, by a Bid bond or an irrevocable letter of credit made payable to the city and provided by a surety company authorized to do business as a surety in the state.

11. RETURN OF BID SECURITY

Within fifteen (15) days after the award of the Contract or at the discretion of the Project Manager, the Owner will return the Bid securities to all Bidders whose Bids are not to be further considered in awarding the Contract. Retained Bid securities will be held until the Contract has been finally executed, after which all Bid securities, other than Bidder's Bonds and any guarantees which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

12. AWARD OF CONTRACT

Within sixty (60) calendar days after the opening of the Bids, the Owner will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest, responsive, qualified Bidder to sign the Contract and provide acceptable insurance certificate(s), the Owner may award the Contract to the next lowest, responsive, qualified Bidder. Such award, if made, will be made within sixty (60) days after the opening of the Bids.

Bid Award will be the date of the Notice of Award letter. Any permit and/or license requirement and subsequent costs are located within the documents. 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 Owner reserves the right to reject any and/or all Bids because of irregularities or due to budgetary considerations, to waive irregularities or informalities in any or all Bids, and to accept any Bid that the CITY OF KEY WEST deems to be in the best interest of the Owner.

13. BASIS OF AWARD

The Owner on the basis of that Base Bid will make the award from the lowest, responsive, qualified Bidder that in the Owner's sole and absolute judgment will serve the best interests of the Owner.

If at the time this Contract is to be awarded, the total of the lowest acceptable Base Bid exceeds the funds then estimated by the Owner as available, the Owner may reject all Bids or take such other action as best serves the Owner's interest.

14. EXECUTION OF CONTRACT

The successful Bidder shall, within 14 calendar days after receiving notice of award, sign and deliver to the Owner the Contract together with the acceptable insurance certificates as required in these Documents. Within 14 calendar days after receiving the signed Contract, with acceptable insurance from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

15. FAILURE TO EXECUTE CONTRACT AND FURNISH BONDS

The Bidder who has a contract awarded to him/her and who fails to promptly and properly execute the contract shall forfeit the Bid security that accompanied his Bid, and the Bid security shall be retained as liquidated damages by the Owner, and it is agreed that said sum is a fair estimate of the amount of the damages the

Owner will sustain in case the Bidder fails to enter into a Contract or furnish the required bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirements as a Bid Bond. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

16. PERFORMANCE OF WORK BY CONTRACTOR

The Contractor shall perform on site and with his/her own organization, labor equivalent to at least forty (40) percent of the total amount of the work to be performed under this Contract. If, during the progress of the work hereunder, the Contractor requests a reduction of such percentage, and the Project Manager determines that it would be to the client's advantage, the percentage of labor to be performed by the Contractor's own organization may be reduced; provided prior written approval of such reduction is obtained by the Contractor from the Project Manager.

17. TIME OF COMPLETION

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 THREE-HUNDRED SIXTY-FIVE (365) calendar days after the date of the Notice to Proceed complete the project.

18. PAYMENT TERMS

The Contractor will bill the City on a monthly basis. Terms of payment will be a maximum of 45 days from receipt of invoice. The Contractor may bill the City on a more frequent basis if agreed upon by the Project Manager. The Contractor may also bill the City for materials on site once proof of delivery and storage is provided.

19. LICENSES, PERMITS, AND FEES

The Contractor is responsible for identifying, obtaining and paying for all licenses and permits from Federal, State, and Local agencies required to perform the work as stated in the sections of this Bid document. The licenses, permits, and fees that are required by the City of Key West are listed in Part 1: City of Key West Licenses, Permits, and Fees. The Contractor shall verify the list with the appropriate City of Key West Departments.

20. **BASE BID AND BID ALTERNATES**

The Bidder will submit a **base bid** using the following criteria:

1. Supply and install using the door schedule provided on Drawing A6.1.1.
2. Supply, construct, and install four-fold hydraulic bay doors as depicted on Drawings and described in Specification section 00 08 35.
3. Paving plan as described on Drawing L4.0 "Paving Material Schedule - Base Bid."
4. Waterproofing of the precast concrete gutter system using the specified low-modulus urethane and Sher-crete waterproofing system.

The bidder will provide cost adjustments for "**Bid Alternate**" items as follows:

- **Cost adjustments** for Paving Plan as delineated on Drawing L4.0
 - a. Paving Material Schedule – Alternate #1.
 - b. Paving Material Schedule - Alternate #2.
- **Cost adjustment** to supply, construct, and install using the modified finishes for floors and walls per the finish schedule provided on Drawing A4.4.3 (Alternates #3 through #5).
- **Cost adjustment** to supply and install 12" High aluminum letters on stand-off posts described on Drawing A1.1.1. (Alternate #6) Text to read:

OLDTOWN KEY WEST FIREHOUSE

- **Cost adjustment** to supply and install using the modified door schedule provided in Plans & Specifications Attachment A **in lieu of** the door schedule provided on Drawing A6.1.1. (Alternate #7).
- **Cost adjustment** to supply and install three (3) each Roll-up Bay doors as specified in Attachment B and **in lieu of** the Four-fold hydraulic bay doors described in Specifications section 00 08 35 and depicted in Drawings. (Alternate #8).
- **Cost adjustment** to utilize Kemper System Kemperol V210 waterproofing liner for pre-cast concrete gutters **in lieu of** specified urethane and Sher-crete waterproofing system. See Plans and Specifications Attachment C. (Alternate #9).
- Each **Cost adjustment** shall be represented as a negative number for a **cost reduction** and a positive number for a **cost increase**.

21. **CONSTRUCTION ALLOWANCE**

The Construction Allowance included in the award amount is specifically to cover Field Change Directives that do not constitute a change in scope for the project.

CITY OF KEY WEST LICENSES, PERMITS, AND FEES

Pursuant to the Public Bid Disclosure Act, each license, permit, or fee a Contractor will have to pay the City of Key West before or during construction or the percentage method or unit method of all licenses, permits, and fees REQUIRED BY THE CITY OF KEY WEST and payable to the City by virtue of this construction as part of the Contract is as follows:

- Key West, Business Tax Receipt – Fees dependant on square footage leased and range from \$115.00 to \$800.00 per year.
- Building Contractors License
- Building/Demolition Permit(s)

Note: Contractor shall verify each license, permit, or fee before submitting the Bid.

LICENSES, PERMITS, AND FEES THAT MAY BE REQUIRED BY THE STATE OF FLORIDA, STATE AGENCIES, OR BY OTHER LOCAL GOVERNMENTAL ENTITIES ARE NOT INCLUDED IN THE ABOVE LIST.

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

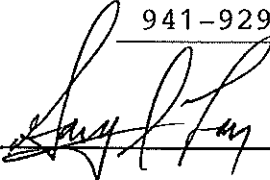
BID

To: The City of Key West
Address: 3126 Flagler Ave, Key West, Florida 33040
Project Title: Fire Station #2
Project: ITB # 13-014

BIDDER'S INFORMATION

Company Name: D.L. Porter Constructors, Inc.
Address: 6574 Palmer Park Circle
Sarasota, FL 34238

Contact Name: Gary A. Loer
Email: garyloer@dlporter.com
Telephone: 941-929-9400
Fax: 941-929-9500

Signature:  Date: 8/14/13

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 THREE-HUNDRED SIXTY-FIVE (365) 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 twenty-five hundred dollars (\$2,500.00) 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 , 3 , 4 (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 Contractor under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

LUMP SUM BASE BID

The Bidder agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the following lump sum. The Bidder agrees that the lump sum price represents a true measure of the design, labor, materials, and equipment required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. The Bid will be awarded on total Bid amount with or without any and all Alternate Bid items as determined to be in the best interests of the City. Final lump sum payments will be adjusted based on actual units and unit prices.

**BID FORM
ITB #13-014**

Base Bid Lump Sum Price* \$ 5,498,325.31 B1

Base Bid Total in Words: Five Million Four Hundred Ninety-Eight Thousand
Three Hundred Twenty-Five and 31/100 **U.S. Dollars**

Base Bid = Basis of Award. In the event of a discrepancy, the Base Bid amount in words shall take precedence.

Alternate Bid Item#1

Cost adjustment to Base Bid
for Paving Materials Per Drawing L-4.0
Paving material Schedule – Alternate #1

\$ 23,271.00 A1
(-) for cost decrease (+) for cost increase

Alternate Bid Item#2

Cost adjustment to Base Bid
for Paving Materials Per Drawing L-4.0
Paving material Schedule – Alternate #2

\$ 184,957.00 A2
(-) for cost decrease (+) for cost increase

Alternate Bid Item#3

Cost adjustment to Base Bid
to install ceramic tile floor in rooms 105 & 106
per finish schedule on A4.4.3

\$ 7,058.00 A3
(-) for cost decrease (+) for cost increase

Alternate Bid Item#4

Cost adjustment to Base Bid
to install ceramic tile wall covering in rooms
105 & 106 per finish schedule on A4.4.3

\$ 18,400.00 A4
(-) for cost decrease (+) for cost increase

Alternate Bid Item#5

Cost adjustment to Base Bid
to install polished concrete block walls in rooms
105 & 106 per finish schedule on A4.4.3

\$ 90,840.00 A5
(-) for cost decrease (+) for cost increase

Alternate Bid Item#6

Cost adjustment to Base Bid
to furnish and install raised aluminum letters along
curved wall as depicted on A1.1.1

\$ 2,440.00 A6
(-) for cost decrease (+) for cost increase

Alternate Bid Item#7

Cost adjustment to Base Bid
to Supply, Construct, Install doors
per modified Door Schedule – Attachment A

\$ (3,638.00) A7
(-) for cost decrease (+) for cost increase

Alternate Bid Item#8

Cost adjustment to Base Bid
to Supply, Construct, Install roll-up
Bay Doors Per Attachment B

\$ (91,573.00) A8
(-) for cost decrease (+) for cost increase

Alternate Bid Item#9

Additional Cost for waterproofing of concrete
gutters using Kemper System V21.0 per
Drawings & Specifications - Attachment C.

\$ 7,248.00 A9
(-) for cost decrease (+) for cost increase

BID FORM (continued)
ITB #13-014

Construction Allowance \$ 250,000.00 C1

Building Permit Allowance \$ 100,000.00 C1

Keys Energy Fee Allowance \$ 50,000.00 C1

Award Total \$ _____ T
To be completed by Owner upon award. Base bid + Owner-assigned Bid Alternates + Allowances

BID BREAKDOWN

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

Name: Florida Keys Electric, Inc.

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

Portion of Work: Metal Framing, Drywall, Stucco

Name: Allstate Walls LLC

Address: P.O. Box 420222, Summerland Key, FL 33042

Portion of Work: Fire Protection

Name: Code Red Fire Protection

Address: 1603 Barber Rd., Sarasota, FL 34240

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

Email Address garyloer@dlporter.com

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

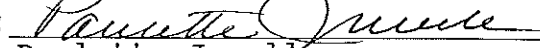
IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 14th day of August, 2013

(SEAL)

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

By: 
Gary A. Loer

Title: President

Attest: 
Paulette Jewell

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 20__.

Signature of Bidder _____

Title _____

Schedule of Values

DESCRIPTION OF WORK	SCHEDULED VALUE
Mobilization	\$ 25,875.00
Demobilization	\$ 8,280.00
Performance & Payment Bond	\$ 73,101.76
Builders Risk	\$ 28,721.25
General Conditions	\$ 406,824.99
Testing	\$ 17,451.00
Building Demolition - (2 Phases)	\$ 123,811.88
Earthwork - Fill, Compact & Fine Grading	\$ 96,265.35
Clearing & Grubbing	\$ 47,584.13
Erosion & Sediment Control	\$ 5,939.87
Asphalt Paving "Stamped"	\$ 309,030.04
Unit Pavers & Granite Inserts	\$ 16,110.29
Ornamental Fencing	\$ 62,853.48
Site walls	\$ 103,500.00
Water / Sewer / Fire Lines	\$ 40,000.00
Curbing	\$ 79,709.28
Storm Drainage	\$ 212,252.37
Landscaping & Irrigation	\$ 100,077.35
Dome top bollards	\$ 6,551.55
Asbestos removal	\$ 21,217.50
Bumpers, striping, signs, & truncated Domes	\$ 13,946.63
Site Concrete	\$ 120,115.58
Construction Fencing	\$ 13,051.35
Cast-in-place Concrete	\$ 351,454.08
Precast Concrete	\$ 956,410.00
Masonry & Limestone Facing	\$ 92,303.37
Pre Fabricated Metal Roof Trusses & Decking	\$ 141,786.10
Misc. Metals - Guard rails, gate, ladders	\$ 15,038.55
Louverd screening & Gates	\$ 18,319.50
Rough Carpentry	\$ 40,261.50
Interior Architectural Woodwork & Concrete Tops	\$ 7,762.50
Standing Seam Roofing & Gutters	\$ 86,636.75
Metal Frames, Doors & Hardware	\$ 56,935.35
Hydraulic Four Folding Bi-Parting Doors	\$ 203,891.90
Aluminum Storefronts, Solar Shades, Windows & Curtain Walls	\$ 192,951.95
Metal Framing & Drywall	\$ 63,566.60
Insulation	\$ 13,042.04
Stucco	\$ 30,203.37
Flooring & Wall Tile	\$ 56,206.62
Epoxy flooring	\$ 15,261.45
Acoustical Ceilings	\$ 8,041.95
Painting	\$ 48,334.50
Signage	\$ 3,034.10
Toilet Accessories & Mirrors	\$ 6,250.37
Metal Lockers, Shelving, Fire Extinguishers	\$ 14,786.01
Flag Poles	\$ 4,269.38
Rooftop Equipment Screens	\$ 15,069.60
Toilet Partition Doors & Misc. Accessories	\$ 362.25
Decorative Benches, Bike Racks & Recepticals	\$ 30,423.00

Commercial Laundry Equipment	\$	26,378.07
Food Service Equipment	\$	59,026.05
Furnishings & Accessories	\$	56,021.47
Fire Sprinkler	\$	22,770.00
Plumbing	\$	190,939.08
HVAC	\$	328,612.50
Electrical	\$	409,704.75
TOTALS	\$	5,498,325.31

FLORIDA BID BOND

BOND NO. N/A Bid

AMOUNT \$ 5% of Proposal Amount

KNOW ALL MEN BY THESE PRESENTS, that

D. L. Porter Constructors, Inc., hereinafter called the PRINCIPAL, and Liberty Mutual Insurance Company, a corporation duly organized under the laws of the State of MA having its principal place of business at 175 Berkeley Street, Boston MA 02116 in the State of MA and

authorized to do business in the State of Florida, as SURETY, are held firmly bound unto the City of Key West, FL, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

DOLLARS (\$ 5% of Amt Bd) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents..

THE CONDITION OF THIS BOND IS SUCH THAT:

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

Fire Station NO. 2, ITB #13-014 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:

Fire Station NO. 2, ITB #13-014

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.

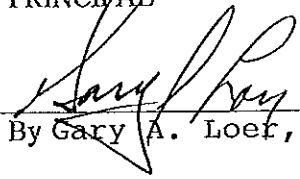
NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within five (5) working days after written notice of such acceptance, enters into a written Contract with the OBLIGEE then this obligation shall be void: otherwise the sum herein stated shall be due and payable to the OBLIGEE 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 24th day of, July 2013.

D. L. Porter Constructors, Inc.

PRINCIPAL



By Gary A. Loer, President

Liberty Mutual Insurance Company

SURETY



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

Inquiries:
Willis of Florida
813-281-2095

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

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

Certificate No. 6156366

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; Carol H. Hermes; David H. Carr; Eileen C. Heard; Linda Horn; Margaret A. Ginem

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of June 2013.



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

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

STATE OF WASHINGTON ss
COUNTY OF KING

On this 6th day of June, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, 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 Gregory W. Davenport, 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, David M. Carey, 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 24th day of July, 2013.



By: David M. Carey
David M. Carey, 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 OFFICE
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Bid or Contract No. ITB 13-014 for 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 Gary A. Loer and my relationship to
(Please print name of individual signing)
the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(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.)

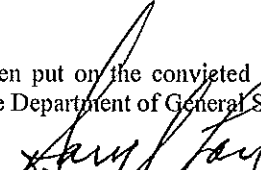
Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 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 and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

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

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

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



(Signature) Gary A. Loer, Pres.
8/14/13

(Date)

STATE OF FL

COUNTY OF Sarasota

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

space provided above on this 14th day of August, 2013

My commission expires:



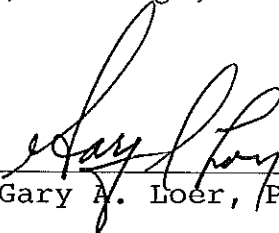
NOTARY PUBLIC



ANTI-KICKBACK AFFIDAVIT

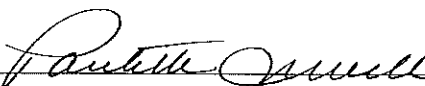
STATE OF FLORIDA)
 : SS
COUNTY OF SARASOTA)


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

By: 
Gary A. Loer, Pres.

Sworn and subscribed before me this

14th day of August, 2013


NOTARY PUBLIC, State of FL at Large

My Commission Expires: 

Insurance

CONTRACTOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for Workers' Compensation, Public Liability, and Property Damage Liability Insurance and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the CONTRACTOR shall provide the minimum limits of liability insurance coverages as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal
Additional Umbrella Liability	\$3,000,000	Occurrence/Aggregate

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

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

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

If the work is being done on or near a navigable waterway, CONTRACTOR's Workers' Compensation policy shall be endorsed to provide USL&H Act (WC 00 01 06 A) and Jones Act (WC 00 02 01 A) coverage if specified by the City of Key West. CONTRACTOR shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

CONTRACTOR's insurance policies shall be endorsed to give 30 days' written notice to the City of Key West in the event of cancellation or material change, using form CG 0 24, or its equivalent.

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

CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONTRACTOR will notify City of Key West immediately by telephone at (305) 809-3811 of any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONTRACTOR.

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Contractor Sample	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER E:	
INSURER F:		

COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY EFF (MM/DD/YYYY)	POLICY EXPIR (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			EACH OCCURRENCE \$,000,000 AGGREGATE \$,000,000
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in FL) If yes describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/> INC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER City of Key West P.O. Box 1409 Key West, FL 33041-1409	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

Number of Days Notice 30

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation is increased to the number of days shown in the Schedule above.

If this policy is cancelled by us we will send the Named Insured and any party listed in the following schedule notice of cancellation based on the number of days notice shown above.

Schedule

Name of Person or Organization

Mailing Address

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

CITY OF KEY WEST INDEMNIFICATION FORM

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

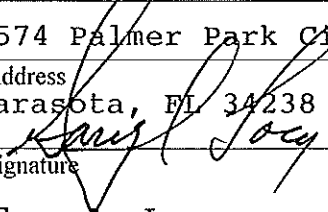
The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend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

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

6574 Palmer Park Circle

Address

Sarasota, FL 34238


Signature

Gary A. Loer

Print Name

President

Title

DATE: 8/14/13

**FLORIDA TRENCH SAFETY ACT COMPLIANCE
Trench Excavation Safety System and Shoring**

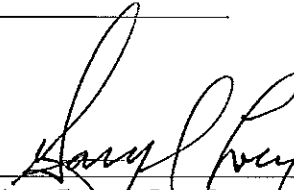
CERTIFICATION

All excavation, trenching, and related sheeting, bracing, etc. on this project shall conform to the requirements of the Florida Trench Safety Act (90-96, CS/SB 2626), which incorporates by reference, OSHA's excavation safety standards, 29 CFR 1926.650 Subpart P including all subsequent revisions or updates to these standards.

By submission of this bid and subsequent execution of this Contract, the undersigned certifies compliance with the above mentioned standards and further stipulates that all costs associated with this compliance are detailed below as well as included in their lump sum bid amount.

Summary of Costs:

Trench Safety Measure	Units	Quantity	Unit Cost	Extended Cost
A. <u>Trench Box</u>	<u>LF</u>	<u> </u>	<u>\$20</u>	<u> </u>
B. <u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>



 Signature Gary A. Loer
 8/14/13

 Date

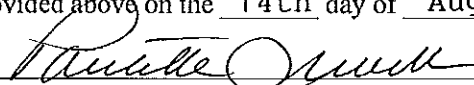
STATE OF FL

COUNTY OF Sarasota

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Gary A. Loer, who, after first being sworn by me affixed his /her signature in the space,

provided above on the 14th day of August, 20 13



 Notary Public

(Seal)

MY COMMISSION EXPIRES:



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. | [X] |
| 2. | All blank spaces in Bid Form filled in, using black ink. | [X] |
| 3. | Total and unit prices added correctly. | [X] |
| 4. | Addenda acknowledged. | [X] |
| 5. | Mandatory Site Visit Attended. | [X] |
| 6. | Subcontractors are named as indicated in the Proposal. | [X] |
| 7. | Experience record included. | [X] |
| 8. | Bid signed by authorized officer. | [X] |
| 9. | Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. | [X] |
| 10. | Key West Indemnification Form signed by authorized officer. | [X] |
| 11. | Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. | [X] |
| 12. | 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. | [X] |
| 13. | Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, Conditions of the Contract, two (2) copies and two (2) USB drives containing a single complete PDF file. | [X] |
| 14. | Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. | [X] |
| 15. | Schedule of Values. | [X] |
| 16. | Bidder must provide satisfactory documentation of State Licenses | [X] |
| 17. | Anti-Kickback Affidavit. | [X] |
| 18. | Public Entity Crimes. | [X] |
| 19. | Local Vendor Certification. | [X] |
| 20. | Florida Trench Safety Form signed by authorized officer. | [X] |
| 21. | Non-Collusion Declaration and Compliance. | [X] |
| 22. | Declaration of Compliance 2-799 Equal Benefits for Domestic Partners | [X] |

**NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR §29.**

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: _____, _____

I, Gary A. Loer, hereby
declare that I am President of D.L. Porter Constructors, Inc.
Of Sarasota, FL
and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the City of Key West in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This

includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default..

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS: None


(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.


Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)
D.L. PORTER CONSTRUCTORS, INC.

BY: Gary A. Loer, Pres.
NAME AND TITLE PRINTED

BY: 
SIGNATURE

WITNESS: 
Paulette Jewell

WITNESS: 
Coleen Castagna

Executed on this 14th day of August, 2013

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

**FLORIDA TRENCH SAFETY ACT COMPLIANCE
Trench Excavation Safety System and Shoring**

CERTIFICATION

All excavation, trenching, and related sheeting, bracing, etc. on this project shall conform to the requirements of the Florida Trench Safety Act (90-96, CS/SB 2626), which incorporates by reference, OSHA's excavation safety standards, 29 CFR 1926.650 Subpart P including all subsequent revisions or updates to these standards.

By submission of this bid and subsequent execution of this Contract, the undersigned certifies compliance with the above mentioned standards and further stipulates that all costs associated with this compliance are detailed below as well as included in their lump sum bid amount.

Summary of Costs:

Trench Safety Measure	Units	Quantity	Unit Cost	Extended Cost
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____

DUPLICATE OF PAGE 38

Signature

Date

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____, who, after first being sworn by me affixed his /her signature in the space,

provided above on the _____ day of _____, 20__.

Notary Public

(Seal)

MY COMMISSION EXPIRES: _____

**LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22
SECTION 2-798**

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

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name D.L. Porter Constructors, Inc. Phone: 305-293-2931
 Current Local Address: 302 Southard St. #209 Fax: Same
 (P.O Box numbers may not be used to establish status)

Length of time at this address 3 yrs.

Gary A. Loer
 Signature of Authorized Representative

8/14/13
 Date

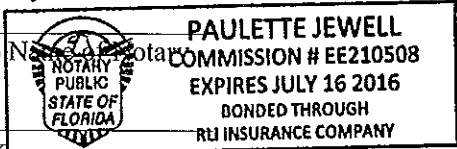
STATE OF FL
 COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 14th day of Aug., 2013.
 By Gary A. Loer, Pres., 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

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

Print, Type or Stamp Name of Notary



_____ Title or Rank

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 SOUTHWARD ST
Lic NBR/Class 13-00024218 CONTRACTOR - GENL GENERAL CONTRACTOR
Issue Date: September 26, 2012 Expiration Date: September 30, 2013
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75

Comments:

ISSUED BY: JESSICA US
DATE: 9/28/12
TIME: 11:08:18
JOB: JC
DRAWN: 1
RECEIPT NO: 113406
\$309.75
\$309.75
\$309.75
\$309.75
This document must be printed by the program displayed.
D.L. PORTER CONSTRUCTORS, INC.

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

KEY WEST FL 33040

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 SOUTHEARD ST
Lic Nbr/class 12-00024218 CONTRACTOR - CERT GENERAL CONTRACTOR
Issue Date: September 29, 2011 Expiration Date: September 30, 2012
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75
Comments:

This document must be prominently displayed.

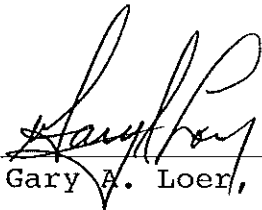
D.L. PORTER CONSTRUCTORS, INC. D.L. PORTER CONSTRUCTORS, INC.
302 SOUTHEARD ST #209 User: DWLNER Type: DE Drawer: 1
Date: 9/29/11 54 Receipt no: 103146
2012 24218
OR LIC RECEIVED 1 309.75
Trans number: 47767 268469
CK CHECK 47767 309.75
Trans date: 9/29/11 Time: 15:24:52

KEY WEST FL 33040

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

By: 
Gary A. Loer, Pres.

Sworn and subscribed before me this

14th day of August, 2013.


NOTARY PUBLIC, State of _____ at Large

My Commission Expires:



City Ordinance Sec. 2-799
Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

- (a) Definitions. For purposes of this section only, the following definitions shall apply:
- (1) *Benefits* means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
 - (2) *Bid* shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
 - (3) *Cash equivalent* means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
 - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
 - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) *Contract* means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.
 - (5) *Contractor* means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
 - (6) *Covered contract* means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
 - (7) *Domestic partner* shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to

employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.

- (8) *Equal benefits* mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
- (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
- (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
- (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
- (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.
- (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.
- (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.

- (c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with

the applicable provisions of this section. The language shall include provisions for the following:

- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
- (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
- (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
- (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.

(d) Enforcement. If the contractor fails to comply with the provisions of this section:

- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
- (2) The city may terminate the covered contract; or
- (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
- (4) The city may also pursue any and all other remedies at law or in equity for any breach;
- (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."

(e) Exceptions and waivers.

The provisions of this section shall not apply where:

- (1) The contractor does not provide benefits to employees' spouses.
- (2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Contractors' Competitive Negotiation Act").
- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:

- a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
- (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
- a. The covered contract is necessary to respond to an emergency.
 - b. Where only one bid response is received.
 - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

AC# 6331640

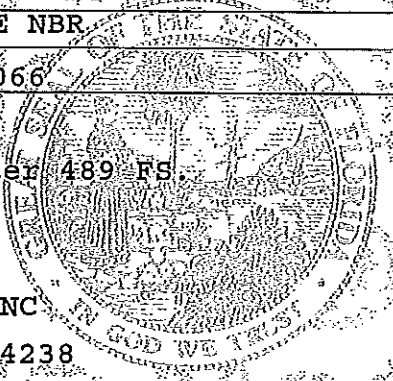
STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12090101190

DATE	BATCH NUMBER	LICENSE NBR
09/01/2012	128063908	CGCA51066

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014



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

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

**2012 / 2013
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2013**

RECEIPT# 30140-60602

Business Name: D L PORTER CONSTRUCTORS INC

Owner Name: GARY A LOER QUALIFIER
Mailing Address: 302 SOUTHWARD 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

STATE LICENSE: CGCA51066

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

Paid 000-11-00003242 09/26/2012 50.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

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

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

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

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

Business Name D.L. PORTER CONSTRUCTORS, INC. CtlNbr:0004032
Location Addr 302 SOUTHARD ST
Lic NBR/Class 13-00024218 CONTRACTOR - GENL GENERAL CONTRACTOR
Issue Date: September 26, 2012 Expiration Date: September 30, 2013

License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75

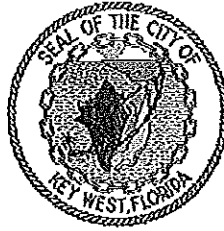
Comments:

ISSUED BY: JIM O'NEILL 1 2309.75
DATE: 9/26/12 23:19 \$309.75
ISSUE: JC Drawer: i
RECEIPT NO: 113486 \$309.75

This document must be prominently displayed.

D.L. PORTER CONSTRUCTORS, INC. D.L. PORTER CONSTRUCTORS, INC.
302 SOUTHARD ST #209 This date: 9/26/12 Time: 11:09:16

KEY WEST FL 33040



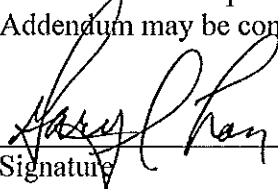
THE CITY OF KEY WEST
3140 Flagler St,
Key West, FL 33040

ADDENDUM #1
Fire Station #2
Invitation to Bid: 13-014
July 2, 2013

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 amended in accordance with the following items:

- Attached to this coversheet is Addendum #1, dated July 2, 2013 which changes the bid due date to **July 24, 2013**, includes the sign-in sheet for the mandatory pre-bid site visit, and includes updated versions of the General and Supplementary Conditions and an updated version of the Instructions to Bidders.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by acknowledging Addendum No. 1 in their proposal or by submitting the signed Addendum No. 1 with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.



Signature

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



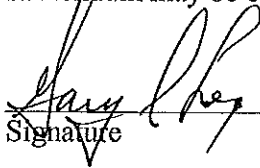
THE CITY OF KEY WEST
3140 Flagler St,
Key West, FL 33040

ADDENDUM #2
Fire Station #2
Invitation to Bid: 13-014
July 22, 2013

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 amended in accordance with the following items:

- Attached to this coversheet is Addendum #2, dated July 22, 2013 which changes the bid due date to **August 14, 2013 at 3:00 pm**, includes updated versions of the Bid Form and Instructions to Bidders, a corrected version of the existing tree schedule, and answers several questions submitted by prospective bidders.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 by acknowledging Addendum No. 2 in their proposal or by submitting the signed Addendum No. 2 with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.


Signature

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



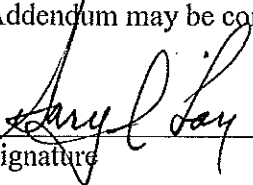
THE CITY OF KEY WEST
3140 Flagler St,
Key West, FL 33040

ADDENDUM #3
Fire Station #2
Invitation to Bid: 13-014
August 7, 2013

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 amended in accordance with the following items:

- Attached to this coversheet is Addendum #3, dated August 6, 2013 which includes an updated version of the Bid Form, updated versions of several drawings, and answers several questions submitted by prospective bidders.
- This Addendum #3 does not change the bid due date, which remains August 14, 2013 at 3:00 pm.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 3 by acknowledging Addendum No. 3 in their proposal or by submitting the signed Addendum No. 3 with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.



Signature

D.L. Porter Constructors, Inc.

Name Of Business



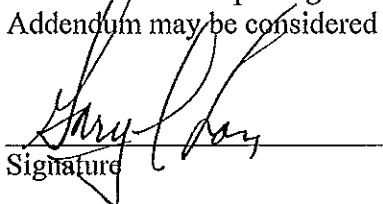
THE CITY OF KEY WEST
3140 Flagler St,
Key West, FL 33040

ADDENDUM #4
Fire Station #2
Invitation to Bid: 13-014
August 7, 2013

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 amended in accordance with the following items:

- Attached to this coversheet is Addendum #4, dated August 7, 2013 which includes an answers questions submitted by prospective bidders.
- This Addendum #4 does not change the bid due date, which remains **August 14, 2013 at 3:00 pm.**

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 4 by acknowledging Addendum No. 4 in their proposal or by submitting the signed Addendum No. 4 with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.


Signature

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



CERTIFICATE OF LIABILITY INSURANCE

OP ID: RS

DATE (MM/DD/YYYY)
12/28/12

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

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

PRODUCER Bouchard-Clearwater 101 Starcrest Drive P O Box 6090 Clearwater, FL 33758-6090 J Raymond Bouchard	727-447-6481	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: clcerts@bouchardinsurance.com PRODUCER CUSTOMER ID #: DLPOR-1	FAX (A/C, No):
	727-449-1267		
INSURED D L Porter Constructors, Inc. 6574 Palmer Park Circle Sarasota, FL 34238-2777	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Amerisure Mutual Insurance Co		23396
	INSURER B: Amerisure Insurance Company		19488
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY			GL2059363	01/09/13	01/01/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/POP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			CA2059361	01/09/13	01/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
B	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	CU2059365	01/09/13	01/01/14	EACH OCCURRENCE \$ 5,000,000
	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE \$ 5,000,000
	DEDUCTIBLE						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC2080745	01/01/13	01/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

CITYKEY

CITY OF KEY WEST
 LICENSING DIVISION
 604 SIMONTON STREET
 P O BOX 1409
 KEY WEST, FL 34206-1000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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C O R P O R A T E R E S U M E **(Partial List Follows)**

MAIN OFFICE LOCATION: D.L. Porter Constructors, Inc.
D.L. Porter Construction, Inc.
6574 Palmer Park Circle
Sarasota, FL 34238-2777
(941) 929-9400 - Phone
(941) 929-9500 - Fax

KEY PERSONNEL: Gary A. Loer, President
C. Marshall White, VP / Treasurer
Paulette Jewell, Corporate Secretary

BONDING AGENT: Willis of Florida
3000 Bayport Drive
Suite 300
Tampa, FL 33607
ATTN: David Carr

FINANCIAL REFERENCES: Synovus Bank
1999 Ringling Blvd.
Sarasota, FL 34236
(941) 556-5900
ATTN: Adam Ercoli

First State Bank
1201 Simonton St.
Key West, FL 33040
(305) 296-8535
ATTN: Diane J. Gibson

Merrill Lynch
P.O. Box 4096
Sarasota, FL 34230-4096
(941) 365-1300
ATTN: Scott A. Truitt

GOVERNMENT

<u>PROJECT</u>	<u>OWNER-ARCHITECT</u>
<u>Ash Transfer Center (9318)</u> * Key West (\$854,041)	City of Key West Key West, FL
<u>Big Coppitt Fire Facility (9412)</u> * Big Coppitt Key, FL (\$1,043,000)	Monroe County Brd. of Commissioners Morrison/Knudsen Gerrits Key West, FL
<u>Buquebus Ferry Terminal (0131)</u> * Key West, FL (\$2,261,997)	City of Key West Peter Pike & Associates Key West, FL
<u>Courthouse Annex Renovation (9079)</u> * Key West, FL (\$584,484)	Monroe County Board of Cty Commissioners Gonzalez Architects Key West, FL
<u>Crawl Key Fire Training Addition (9089)</u> * Crawl Key, FL (\$54,860)	Monroe County Board of Cty Commissioners Key West, FL
<u>Department of Homeland Security (0507)</u> * Key West, FL (\$2,545,711)	Key West GSA, LLC Tampa, FL RMJ Architects Tampa, FL
<u>East Naples Fire Station (9119)</u> (Design/Build Project) * East Naples, FL (\$554,719)	East Naples Public Safety Johnson Peterson, Architect Sarasota, FL
<u>FL Keys Mosquito Control Hangar (0605)</u> * Key West, FL (\$7,545,222)	FL Keys Mosquito Control District Thomas E. Pope, P.A. Key West, FL
<u>Fort Village & Robert Gabriel Housing Complex</u> (Doors & Windows Replacement) 12 Bldgs (1002) * Key West, FL (\$570,453)	Housing Authority of the City of Key West Key West, FL
<u>Gato Bldg. Interior Renovation (9915)</u> * Key West, FL (\$1,812,444)	Florida Department Of Health Bender & Assoc., Architects Key West, FL

<u>Gato Bldg. Exterior Restoration (0025)</u> (Historic Preservation) * Key West, FL (\$4,027,200)	Monroe County Board of Cty Commissioners Bender & Assoc., Architects Key West, FL
<u>George Allen Apartments (1206)</u> Exterior Repairs to 13 Bldgs. * Key West, FL (\$177,164)	Housing Authority of the City of Key West Key West, FL
<u>Glades County Courthouse Addition (9302)</u> * Moore Haven, FL (\$995,331)	Glades County Board of Cty Commissioners Gee & Jenson, Inc. W. Palm Beach, FL
<u>Highlands County State Park CCC Building Historic Restorations (1115) (12 Structures)</u>	The State of Florida Department of Environmental Protection Hubert E. Baxter Gainesville, FL
<u>Highlands Hammock State Part 2 & 3 Equestrian Campground & Ranger Sta. (0910)</u> * Sebring, FL (\$473,880)	The State of Florida Department of Environmental Protection Jones Edmunds Gainesville, FL
<u>Key West Bight, Public Restrooms (9058)</u> * Key West, FL (\$246,000)	City of Key West Gonzalez Architects Key West, FL
<u>Key West International Airport (0402) Hangar Development, Taxiways & Aprons</u> * Key West, FL (\$3,431,000)	Monroe County Board of Cty Commissioners Key West, FL URS Corporation Miami, FL
<u>Key West International Airport Addition & Renovation (9611)</u> * Key West, FL (\$3,629,050)	Monroe County Board of Cty Commissioners Key West, FL Gonzalez Architects Key West, FL
<u>Key West International Airport Generator w/Building (0212)</u> * Key West, FL (\$270,650)	Monroe County Board of Cty Commissioners Key West, FL URS Corporation Miami, FL
<u>Key West International Airport Miscellaneous Improvements (0220)</u> * Key West, FL (\$198,000)	Monroe County Board of Cty Commissioners Key West, FL URS Corporation Miami, FL
<u>Econo-Bake Building</u> * Sarasota, FL (\$252,250)	George Palermo, Architect Sarasota, FL

<u>Lester Building Enclosure (9059)</u>	Monroe County Board of Cty Commissioners Gonzalez Architects Key West, FL
* Key West, FL (\$319,796)	
<u>Little Hamaca Park</u>	City of Key West Key West, FL
* Key West, FL (\$149,780)	
<u>Mallory Square Restroom (9409)</u>	City of Key West Gonzalez Architects Key West, FL
* Key West, FL (\$224,173)	
<u>Mallory Square Seawall & Plaza and Sculpture Garden</u>	City of Key West Gonzalez Architects Key West, FL
* Key West, FL (\$2,900,000)	
<u>Marathon Airport Sheriff's Hangar Simulator Classroom (1010)</u>	Monroe County Sheriff's Office Monroe County Brd of County Commissioners Marathon, FL
* Marathon, FL (\$103,779)	
<u>Manatee County Detention Facility (9402)</u>	Manatee County Brd of Cty Commissioners Centex Rooney Constr. Co. Lake City, FLP
* Port Manatee, FL (\$3,480,000)	
<u>Marathon Diesel General Generating Plant (9408)</u>	Florida Keys Electric Coop Marathon, FL
* Marathon, FL (\$862,000)	
<u>Marathon Hangar Building</u>	Monroe County Brd of Cty Commissioners Key West, FL Rosenblatt-Naoeri Associates Summerland Key, FL
* Marathon Key, FL (\$374,980)	
<u>Monroe County Detention Facility-Key West (0305 / 0303)</u>	Monroe County Brd. of Cty Commissioners Key West, FL Morrison-Knudsen/Gerrits Construction Managers
* Concrete Pkg. (\$1,071,286)	
* Masonry Pkg. (\$1,079,555)	
<u>Monroe County Detention Facility-Foundation Pkg. (9207)</u>	Hansen Lind Meyer Orlando, Florida
* Key West, FL (\$506,103)	
<u>Monroe County Detention Sheriff's Headquarters (9503)</u>	Monroe County Brd of Cty Commissioners Morrison-Knudsen Gerrits Key West, FL
* Key West, FL (\$3,472,000)	

<u>Monroe County Library (9304)</u>	Monroe County Brd of Cty Commissioners Thomas E. Pope, AIA Key West, FL
* Key West, FL (\$652,773)	
<u>Monroe County Public Service Facility Asbestos Abatement Demolition (0325)</u>	Monroe County Brd of Cty Commissioners Key West, FL
* Key West, FL (\$429,339)	
<u>Monroe County Sheriff's Hangar Marathon Airport (0228)</u>	Monroe County Board of Cty Commissioners URS Corporation Miami, FL
* Marathon, FL (\$1,569,414)	
<u>Monroe Sheriff's Substation & Tax Collector's Offices (9501)</u>	Monroe County Brd of Cty Commissioners Bender & Associates Architect Key West, FL
* Marathon, FL (\$733,000)	
<u>Naval Air Station (1003) Restroom Renovations A-931</u>	United States Navy-SOUTH DIV Key West, FL
* Key West, FL (\$46,058)	
<u>Naval Air Station (9113) Repairs & Alterations A-149</u>	United States Navy-SOUTH DIV Key West, FL
* Key West, FL (\$113,700)	
<u>Naval Air Station (9110) Addition to Bldg A1019</u>	United States Navy-SOUTH DIV Key West, FL
* Key West, FL (\$120,806)	
<u>Naval Air Station-Indoor Racquetball Courts (9311)</u>	United States Navy-SOUTH DIV Key West, FL
* Key West, FL (\$142,715)	
<u>Old Mariner's Hospital Renovation (0316) Plantation Key Sheriff's Substation</u>	Monroe County Brd of Cty Commissioners Bender & Associates Architect Key West, FL
* Key West, FL (\$3,015,400)	
<u>Park and Ride Parking Garage (9512)</u>	City of Key West Key West, FL
* Key West, FL (\$3,597,557)	
<u>Public Service Facility Fire Station #1 Phase I (9614)</u>	City of Key West Key West, FL Gonzalez Architects Key West, FL
* Key West, FL (\$2,027,000)	

Public Service Facility
Police Station – Phase II (0113)

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

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

Retail Store Expansion (0810)
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 (9019)

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

City of Key West
CH2M Hill, Architect
Gainesville, FL

Sarasota County Law Enforcement
Gun Range Expansion (1003)

* Sarasota, FL (\$420,296)

Sarasota County Brd of Cty Commissioners
Sarasota, FL

Senior Citizens Plaza Concrete Repair
(0806)

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

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

St. Petersburg Cluster
Facilities (HRS)

* St. Petersburg, FL (\$707,000)

Helman, Hurley, Charvat & Peacock
Winter Park, FL

17th St. Park (9607)
Concession/Scorekeepers Facility

* Sarasota, FL (\$470,521)

Sarasota County Board of Cty Commissioners
Parks & Recreation
Sarasota, FL

Shangri La Equestrian Campground
(1104)

* Ocala, FL (\$629,323)

State of Florida
Division of Environmental Protection
McKellips Assoc.
Gainesville, FL

USCG Marathon Station Boathouse
(9210)

* Plantation Key, FL (\$284,957)

USCG Engineering
Miami, FL

Venice By-Pass Park (9510)

* Sarasota, FL (\$383,600)

Sarasota County Board of Cty Commissioners
Parks & Recreation
Sarasota, FL

West Martello Public Restrooms (0221)

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

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

PROJECT DESCRIPTION

Project Name: Key West Health & Rehabilitation Center
5860 College Rd., Key West, FL

Client Name: Senior Care Group, Inc.
Key West Health & Rehabilitation Center LLC

Contact: Kevin McGuinness
813-341-2700

General Contractor: D.L. Porter Constructors, Inc.

Key Personnel: Marshall White - Project Manager
Kevin Groner - Superintendent

Project Location: Key West, Florida

Construction Cost: \$3,040,000
Size: 26,000sf

Description: Complete interior & exterior renovations to an existing 26,000sf, 120 bed skilled nursing facility. This facility was closed by the Agency of Health Care Administration (AHCA) because of gross neglect by the original owner and sat dormant for a year with a leaking roof and no interior environmental stabilization. When we started the renovation process, it was necessary to use ventilator packs to do the demolition because of the abundance of black mold. Once the building was gutted and mold abatement completed, we began the process of the renovation consisting of: new roofing, impact windows, framing, drywall and new finishes. Although the facility was in complete disarray, the mechanical and electrical systems were salvageable although a great deal of work was required on those systems to meet more stringent AHCA requirements.

Because it was difficult to pin point an exact scope of work prior to actually determining the extent of damage to the building, coupled with a very aggressive schedule dictated by AHCA licensing issues, D.L. Porter Constructors, Inc. worked closely with the Owner, their professionals and AHCA to get the facility opened on time and within tight budget constraints.



PROJECT DESCRIPTION

Project Name: Southernmost on the Beach Hotel & Resort

Client Name: Southernmost Beach Motels Ltd.
Contact: Craig Singer 248-593-3835

General Contractor: D.L. Porter Constructors, Inc.
Key Personnel: Gary Loer – Lead Project Manager
Stephen Kanthack – Assistant Project Manager
Brock Chambers - Superintendent

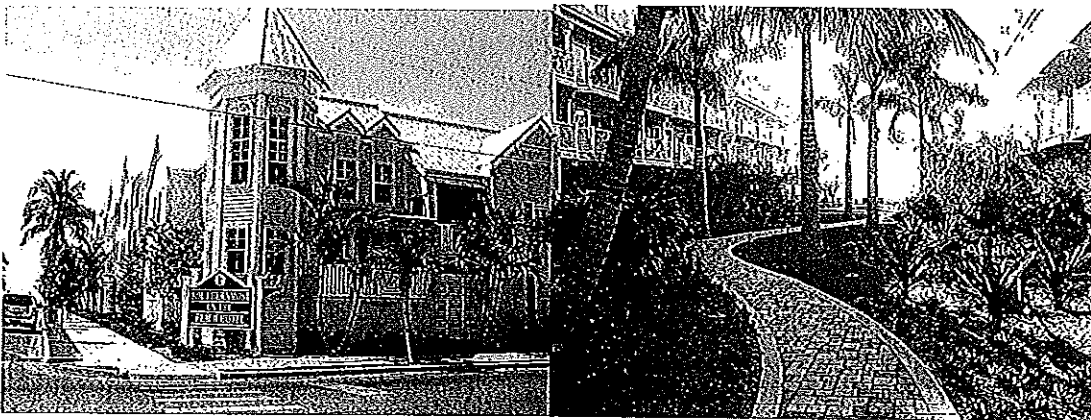
Architect: Peter Pike & Associates
Key Personnel: Peter Pike 305-296-1692

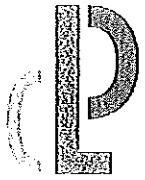
Project Location: Key West, Florida

Construction Cost: \$17,806,826.00

Description: This new 4 star 87 unit hotel resort complex was completed in just over 13 months (3 months earlier than projected), which included in excess of 45,000sf of air conditioned space, a new lobby/check-in reception area, offices for managerial staff as well as a substantial maintenance operation, and a new fitness center. Also a part of the project was a new expanded pool area complete with an open-air Oceanside fully equipped bar, acres of exquisite landscaping and decorative parking area.

Awards: This project has received numerous awards for its exceptional appearance by the local Florida Keys Associations as well as by many highly regarded travel operations. This facility has been recognized by the Florida Department of Environmental Protection as the largest independently owned Green Lodge in the Florida Keys and has also received the prestigious "One Palm Designation" by the Green Lodging Association of Florida.





D.L. Porter
Constructors, Inc.

PROJECT DESCRIPTION

Project Name: Public Service Facility – Phase I
Fire Station

Client Name: City of Key West

General Contractor: D.L. Porter Constructors, Inc.
Key Personnel: Gary A. Loer

Architect: Gonzalez Architects
Key Personnel: Jose Gonzalez - 912-201-9888

Project Location: 1400 N. Roosevelt Blvd.
Key West, FL 33040

Construction Cost: \$2,027,000

Description: 15,000sf main Fire Station. The facility includes office area, training rooms, a four (4) bay double access apparatus bay with living quarters and auxiliary space for paramedics.



Key West Central Fire Station



PROJECT DESCRIPTION

Project Name: Public Service Facility – Phase II
Police Station

Client Name: City of Key West

General Contractor: D.L. Porter Constructors, Inc.
Key Personnel: Marshall White

Architect: Gonzalez Architects
Key Personnel: Jose Gonzalez – 912-201-9888

Project Location: 1400 N. Roosevelt Blvd.
Key West, FL 33040

Construction Cost: \$4,230,038

Description: 25,000sf central Police Station for the City of Key West Police Department included offices, interview rooms, secured storage areas, holding cells, fitness rooms and complete 911 dispatch area.



Key West Police Station

PROJECT DESCRIPTION

Project Name: Truman Hotel – Phase I & II

Client Name: Truman Hotel, Inc.
Contact: William Kemp 305-296-2588

General Contractor: D.L. Porter Constructors, Inc.
Key Personnel: Gary A. Loer / C. Marshall White

Architect: William P. Horn Architect
Key Personnel: Bill Horn 305-296-6302

Project Location: Key West, Florida

Construction Cost: \$5,175,133.00

Description: This 35 unit boutique hotel includes 5 structures and a new swimming pool with varying room types with sophisticated finishes. The work was completed in two phases with phase one including extensive renovation work, the remodeling of a historic house as well as including the installation of a new structure. The second phase involved the creation of a new unique multi-tiered structure with 2 stores of suites above a new parking garage. In 2009 the City of Key West recognized the facility for its distinct design and character by awarding it the Beautification Award. It's now known as the Hip Hotel in Key West, FL.

