

BID FORM

To: City of Key West, Florida

Address: 1300 White Street, Key West, Florida 33040

Project Title: **KEY WEST HISTORIC SEAPORT
RESTROOMS & LAUNDRY RENOVATION**

Project No.: ITB #17-007

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

Company Name: D. L. Porter Constructors, Inc.

Contact Name & Telephone #: C Marshall White, Vice President

Email Address: mwhite@dlporter.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

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

CONTRACT EXECUTION

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that

time, deliver evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

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

LIQUIDATED DAMAGES

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

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

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 01, 02, 03, 04, 05 (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.

LUMP SUM WORK ITEMS

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts.

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

BID SCHEDULE

KEY WEST HISTORIC SEAPORT RESTROOMS AND LAUNDRY RENOVATIONS

LUMP SUM BID PRICE

Bidder will complete the Work in accordance with the Contract Documents for a fixed fee price.

1. Mobilization, General Conditions, Permit Fees, Bonds and Demobilization

1 LS \$ 248,577.07

2. Demolition (includes all labor, equipment and disposal for a complete product)

Building 'A' \$ 8,250.00

Building 'B' \$ 10,740.00

1 LS \$ 18,990.00

3. Structural (includes all labor and equipment for a complete product)

Building 'A' \$ 40,152.70

Building 'B' \$ 25,947.40

1 LS \$ 66,100.09

4. Exterior Architectural Renovations (includes all labor and equipment for a complete product)

Building 'A' \$ 49,589.11

Building 'B' \$ 26,278.24

1 LS \$ 75,867.35

5. Interior Architectural Renovations (includes all labor and equipment for a complete product)

Building 'A' \$ 139,818.78

Building 'B' \$ 70,750.22

1 LS \$ 210,569.00

6. Plumbing (includes all labor and equipment for a complete product)

Building 'A' \$ 163,602.46

Building 'B' \$ 66,823.54

1 LS \$ 230,426.00

7. Electrical (includes all labor and equipment for a complete product)

Building 'A' \$ 73,595.00

Building 'B' \$ 12,845.00

1 LS \$ 86,440.00

8. Mechanical (includes all labor and equipment for a complete product)

1 LS \$ 10,881.00

9. Landscape Renovations (includes all labor and equipment for a complete product)

1 LS \$ 7,400.00

10. General Allowance (only to be used with owner's written directive)

1 LS \$ 25,000.00

TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

Total of lump sum items 1 - 10 \$ 980,250.51

Nine Hundred Eighty Thousand Two Hundred Fifty Dollars & Fifty-One Cents
(amount written in words)

NOTE: THE TOTAL BID, INCLUDING CHOSEN ALTERNATE, WILL BE THE BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD

BID ALTERNATE #1

- 1.) Work on Buildings 'A' & 'B' to be done concurrently. Reduce contract time from six (6) months to four (4) months.

DEDUCT 1 LS \$ (31,085.35)

- 2.) Provide two (2), portable three stall shower/combo units by Royal Restrooms or Equal to maintain the function of the facility at both Building 'A' and Building 'B' for duration of project. One portable shower/combo unit to be placed behind each

building under construction. Contractor to connect and maintain required utilities.
Owner to perform daily cleaning.

ADD 1 LS \$ 46,134.90

- 3.) Provide three (3) ADA compliant port-a-potties. To be emptied a minimum of once daily.

ADD 1 LS \$ 16,909.32

Total of lump BID ALTERNATE #1 ADD / DEDUCT (circle one) \$ 31,958.87

Thirty-One Thousand Nine Hundred Fifty-Eight Dollars & Eighty-Seven Cents
(amount written in words)

BID ALTERNATE #2

- 1.) Provide one (1), portable three stall shower/combo unit by Royal Restrooms or Equal to maintain the function of the facility at both Building 'A' and Building 'B' during their phase of construction. Portable shower/combo unit to be placed behind Building 'A' for duration of project. Contractor to connect and maintain required utilities. Owner to perform daily cleaning.

ADD 1 LS \$ 32,035.00

- 2.) Provide three (3) ADA compliant port-a-potties. To be emptied a minimum of once daily.

ADD 1 LS \$ 9,774.98

Total of lump BID ALTERNATE #2 ADD \$ 41,809.98

Forty-One Thousand Eight Hundred Nine Dollars & Ninety-Eight Cents
(amount written in words)

BID ALTERNATE #3

- 1.) Provide brushed concrete with a COF_≥ .80 wet/dry in lieu of FT-1 Porcelain Tile.

DEDUCT 1 LS \$ (4,200.00)

Total of lump BID ALTERNATE #3 DEDUCT \$ (4,200.00)

Four Thousand Two Hundred Dollars & Zero Cents
(amount written in words)

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

[illegible]

SUBCONTRACTORS

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

Concrete

Portion of Work

Bella Construction of Key West Inc.

Name

35 Diamond Dr, **Key West**, **FL**, **33040**
Street City State Zip

Roofing

Portion of Work

A Plus Roofing

Name

1107 Key Plaza, Suite 317, **Key West**, **FL**, **33040**
Street City State Zip

Electrical

Portion of Work

Florida Keys Electric Inc.

Name

5730 2nd Avenue, **Key West**, **FL**, **33040**
Street City State Zip

HVAC

Portion of Work

Sub-Zero Inc.

Name

6300 Pennisular Ave, **Key West**, **FL**, **33040**
Street City State Zip

SURETY

Liberty Mutual Insurance Company _____ whose address is
175 Berkeley Street, Boston, Massachusetts 02116
Street City State Zip
617-357-9500 Eileen C. Heard, Willis of Florida, 4211 W Boy Scout Blvd, #1000, Tampa, FL 33607
Phone Resident Agent Phone: 813-281-2095

BIDDER

The name of the Bidder submitting this Bid is D. L. Porter Constructors, Inc. _____
_____ doing business
at
6574 Palmer Park Circle, Sarasota, FL 34238
Street City State Zip
mwhite@dlporter.com
email address

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

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

Name	Title
C. Marshall White	Vice President
_____	_____
_____	_____
_____	_____

If Sole Proprietor or Partnership

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

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed
and its seal affixed by its duly authorized officers this 15th day of March
2017.

(SEAL)

D. L. Porter Constructors, Inc.

Name of Corporation

By

C. Marshall White

Title

Vice President

Attest

Secretary

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has completed similar projects within the last five (5) years.

(List similar projects, with types, names of owners, construction costs, Engineers, and references with phone numbers. Use additional sheets if necessary.)

Key West Light Station Renovation	Monroe Co. BOCC, Johnnie Yongue 305-292-4429
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Painting, repair & restoration of historic light station including keepers quarters building & sitework

Re-shingle roof of cistern and all copper flashing	7/15/15-6/16/16
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\$660,124.00	Bender & Associates Architect 305-296-1347
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Key West Fire Station #2	City of Key West, Terry Justice 305-809-3943
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2-story 9140sf w/3-Bay fire station and demo of existing fire station with phased construction to allow existing fire

station to remain in operation during entire construction.	12/2/13 -5/8/15
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\$6,326,649.29	MBI K2m Architecture Inc. 305-292-7722
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Key West Historic Seaport, Phase 1	City of Key West, Karen Olson 305-809-3803
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Sitework including storm water piping, brick pavers, asphalt paving and new playground	10/12/15-6/16/16
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\$553,172.54	Bender & Associates Architects 305-296-1347
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FLORIDA BID BOND

BOND NO. N/A BID

AMOUNT: \$ 5% of Proposal

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

hereinafter called the PRINCIPAL, and Liberty Mutual Insurance Company

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

having its principal place of business at 175 Berkeley Street

Boston in the State of Massachusetts,

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

City of Key West, Florida

hereinafter CITY OF KEY WEST called the OBLIGEE, in the sum of Five Percent of

Amount Bid DOLLARS (\$ 5%)

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for Restrooms & Laundry Renovation, said Bid Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications, entitled:

ITB #17-007

**KEY WEST HISTORIC SEAPORT
RESTROOMS & LAUNDRY RENOVATION**

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

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

Signed and sealed this 6th day of March, 2017.

D.L. Porter Constructors, Inc.

By 
PRINCIPAL

Liberty Mutual Insurance Company

SURETY

By 

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

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. 7368567

American Fire and Casualty Company
The Ohio Casualty Insurance Company

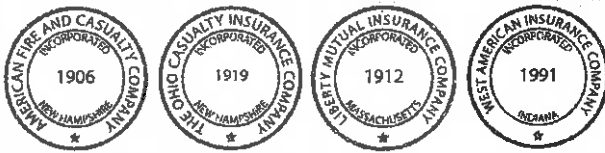
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

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

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 18th day of May, 2016.



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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 18th day of May, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of March, 2017.



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

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

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

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

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

1. This sworn statement is submitted with Bid or Proposal for ITB #17-007 Key West Historic
Seaport Restrooms & Laundry Renovation

2. This sworn statement is submitted by D. L. Porter Constructors, Inc.
(name of entity submitting sworn statement)

whose business address is 6574 Palmer Park Circle, Sarasota, FL 34238

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

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

3. My name is C. Marshall White
(please print name of individual signing)

and my relationship to the entity named above is Vice President

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

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

C. Marshall White
(signature) C. Marshall White, Vice President

March 15, 2017

(date)

STATE OF FLORIDA

COUNTY OF SARASOTA

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 15th day of March, 20 17.

My commission expires: February 24, 2019



Kim McGinnis
NOTARY PUBLIC Kim McGinnis

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, Sarasota, FL 34238

Address

Signature

C. Marshall White

Print Name

Vice President

Title

DATE: March 15, 2017

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA)

: SS

COUNTY OF SARASOTA)

I, the undersigned hereby duly sworn, depose and say that the firm of _____

D. L. Porter Constructors, Inc

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

By: _____

C. Marshall White, Vice President

Sworn and subscribed before me this 15th day of March 20 17

Kim McGinnis

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 2/24/2019



* * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF FLORIDA)

: SS

COUNTY OF SARASOTA)

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

By: _____

C. Marshall White
C. Marshall White, Vice President

Sworn and subscribed before me this

15th day of March 20 17

Kim McGinnis

Kim McGinnis

NOTARY PUBLIC, State of FLORIDA

My Commission Expires: FEBRUARY 24, 2019



* * * * *

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

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

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

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

Business Name D. L. Porter Constructors, Inc.

Phone: 305-293-2931

Current Local Address: 471 US Highway 1
(P.O Box numbers may not be used to establish status)
Key West, FL 33040

Fax:

Length of time at this address 2 years


Signature of Authorized Representative

March 15, 2017

Date

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 15th day of March, 20 17.
By C. Marshall White, Vice President, of D. L. Porter Constructors, Inc.
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced PERSONALLY KNOWN as identification
(type of identification)



Supporting documents to:
City of Key West Purchasing



Signature of Notary

Kim McGinnis

Print, Type or Stamp Name of Notary

Office Manager

Title or Rank



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783**

(850) 487-1395

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

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

CGCA51066

ISSUED: 08/28/2016

**CERTIFIED GENERAL CONTRACTOR
LOER, GARY ALAN
D L PORTER CONSTRUCTORS INC**

**IS CERTIFIED under the provisions of Ch 489 FS.
Expiration date : AUG 31, 2018 L1608280003472**

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER	
CGCA51066	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

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



ISSUED: 08/28/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1608280003472

**2016 / 2017
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2017**

Business Name: D L PORTER CONSTRUCTORS INC

RECEIPT# 30140-60602

Owner Name: GARY A LOER

Business Location: 471 US HWY 1 STE 102
KEY WEST, FL 33040

Mailing Address:

471 US HWY I STE 102
KEY WEST, FL 33040

Business Phone: 941-929-9400

Business Type: CONTRACTOR (GENERAL CONTRACTOR
CGC051066)

Employees 20

STATE LICENSE: CGCA51066

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

Paid 000-15-00022132 09/22/2016 50.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

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

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

**MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2017**

Business Name: D L PORTER CONSTRUCTORS INC

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50.00	0.00	50.00	0.00	0.00	0.00	50.00

Paid 000-15-00022132 09/22/2016 50.00

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. CtINbr:0004032
Location Addr 471 US HIGHWAY 1 102
Lic NBR/Class 17-00032058 CONTRACTOR - CERT GENERAL CONTRACTOR
Issue Date: October 24, 2016 Expiration Date: September 30, 2017
License Fee \$357.50
Add. Charges \$0.00
Penalty \$32.50
Total \$357.50
Comments:

This document must be prominently displayed.

D.L. PORTER CONSTRUCTORS, INC.

D.L. PORTER CONSTRUCTORS, INC.
471 US HWY 1, STE 102

KEY WEST FL 33040

Gen: 0004032 Type: 01 Amount: 1
Date: 10/24/16 50 Receipt No: 1851
OR 2017 3058
LIC OBLIGATIONAL FEE \$0.00
Trans number: 1.00 \$357.50
D.D.B.K. \$32.50 \$357.50
Trans dated 10/24/16 Time: 08:27:47

BIDDER'S CHECKLIST

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

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



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

ADDENDUM NO. 1

**RESTROOMS & LAUNDRY RENOVATION
KEYW WEST HISTORIC SEAPORT
ITB #17-007**

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

GENERAL NOTES and CLARIFICATIONS:

The estimated project cost is \$543,000.

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

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

Signature C Marshall White
Vice President

D L Porter Constructors, Inc.

Name of Business



PORT & MARINE SERVICES

201 William Street
Key West, FL 33040

ADDENDUM NO. 2

**RESTROOMS & LAUNDRY RENOVATION
KEYW WEST HISTORIC SEAPORT
ITB #17-007**

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

QUESTIONS and CLARIFICATIONS:

1. Building 'A' Door Schedule: Mark #01 thru 09 and 13 show galvanized metal in the door material and frame material column, but the elevation for type 'A' shows and aluminum door and frame. Are these hollow metal openings or aluminum openings?

Doors indicated in question are to be aluminum. See revised drawings.

2. Building 'B' Door Schedule: Mark #01, 02 and 08 with door elevation 'B' show galvanized metal door and frame on the door schedule and aluminum on the elevation. Mark #03 thru 07 show galvanized metal on the door schedule and aluminum doors and frames on the elevations. Are these hollow metal openings or aluminum openings?

Doors indicated in question are to be aluminum. See revised drawings.

3. Building 'B' new porch roof: Will new porch roof have a ceiling?

No ceiling finish is to be installed. The porch roof structure is to be exposed.

4. Building 'A' floor plan on sheet A-2 shows A/C units in rooms 201, 207, and 208, but the electrical panel A and panel A1 on Sheet E-1 show A/C units for rooms 201, 207, and 208 to be new. Will A/C units for Building 'A' be new? Are there any Mechanical Plans?

The three A/C units shown on A-2 as existing are correct. There are to be no new A/C units as part of the scope of work for Building 'A'.

5. On Sheet A-7.1 the Door Schedule shows Door Mark 03 Women's Standard Shower as an aluminum/glass door while all other standard shower doors are louvered. Please clarify if Mark 03 door will be aluminum/glass or louvered.

Door indicated in question to be aluminum louvered. See revised drawings.

6. On Building 'A' Floor Plan sheet A-2.0, north wall room 213 floor plan shows clean and paint, however, on elevation 6 sheet A-4 it shows north wall to receive wall tile. Will north wall of room 213 be paint or tile?

North wall of room 213 is to receive tile finish per sheet A-4. Refer to revised A-2 for clarification.

7. On Sheet A-5, there is a bid alternate for FT-1. There is not space for this alternate on the bid form.

See revised Bid Schedule attached.

8. The specifications have numerous lines of text which are corrupted and unreadable. Please provide clean specification sheets.

Text has been corrected. See revised drawings.

9. The scope of work indicates laundry equipment is to be provided for Building A. Division 11 does not specify the equipment but tells us to coordinate with the equipment supplier for hookup information. There are no mechanical drawings but the electric and plumbing drawings indicate future Laundry equipment. Are we to reuse existing or include new washers and dryers in this proposal?

The existing laundry equipment will be reused. Part of the scope of work for this area is to provide the electrical upgrades, hot/cold water hook-ups, drainage, and vent requirements for (8) future stack washer/ dryer units. Sheet P-2 calls for (4) recessed laundry boxes to be installed. This note on P-2 should reflect (8) recessed laundry boxes with associated wiring, piping and duct to be installed.

10. Building 'A' on sheet A-5.0 shows room 203 hallway Do Not Use Wall Tile north and south walls. However, finish schedule shows room 203 hallway to receive ceramic wall tile. What finish will room 203 receive? Please see attachment for reference.

Room 203 will receive tile on the walls. See revised drawings.

11. Contractor to apply for obtain all required permits for each building independently (Buildings 'A' & 'B').
12. The Key West Historic Seaport will provide a field office (see attached drawing) and the contractor will use storage space located under bathhouse. Contractor supplied field storage container restricted to use of one 9'x20' parking space.
13. Royal Restrooms Three-Stall portable shower unit cut sheet attached.
14. Mandatory Pre-Bid sign-in sheet attached.

BID FORM:

1. New Bid Schedule attached.

2. With Owner acceptance of Bid Alternate #2 it will be the Contractors responsibility to obtain, at a minimum, a Temporary Certificate of Occupancy for one building prior to commencing construction (closing) the other.

SUPPLEMENTARY CONDITIONS:

1. ARTICLE 12 "OWNER" – Correct address to read 1300 White Street.

DRAWINGS:

1. Remove and replace sheet A-2 with attached.
2. Remove and replace sheet A-5 with attached.
3. Remove and replace sheet A-7 with attached.
4. Remove and replace sheet A-7.1 with attached.
5. Remove and replace sheet A-8 with attached.
6. Remove and replace sheet A-8.1 with attached.

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 2** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.



Signature C. Marshall White
Vice President

D. L. Porter Constructors, Inc.

Name of Business



PORT & MARINE SERVICES

201 William Street
Key West, FL 33040

ADDENDUM NO. 3

**RESTROOMS & LAUNDRY RENOVATION
KEYW WEST HISTORIC SEAPORT
ITB #17-007**

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

QUESTIONS and CLARIFICATIONS:

1. Please provide location of the transformer and or power source that feeds building A?

The transformer is located on a concrete pad by the rear entrance of the Waterfront Brewery. The location is called out on A-1.

2. Electrical riser diagram on sheet E-1 calls for to install 3" conduit to feed the meter. If the existing conduit is not large enough, who will be responsible to cut pavement, excavate and patch and install a new 3" conduit to the power source?

The existing conduit is 3" that feeds the meter. E-1 calls for (2) sets of 3#300 3" conduits to feed the meter from the power source. This means that one additional 3" conduit is to serve the building. Any cut pavement, excavation, and patching to install the 3" conduit need to be included in the bid price.

3. Building 'B' detail 3/A-2.1 calls for Solid Surface countertop basis of design equal: Wilsonart Model 9175ML. Please confirm this will be basis of design in Men and Women Public Restrooms for Building 'A' and Building 'B'.

Yes the same solid surface is to be used.

4. Clarification to sheet P-2:

A. Contractor is to maintain existing plumbing in Building 'A' where new fixtures are replacing existing fixtures in the same location. Bids are to include the following new fixtures:


- a. Room 212 Womens Public Toilets - (3) standard water closets fixture type P-1, (1) ADA compliant water closet fixture type P-1H, (1) ADA lavatory fixture type P-2H, (3) standard sinks fixture type P-2
- b. Room 213 Mens Public Restroom - (1) standard water closets fixture type P-1, (1) ADA compliant water closet fixture type P-1H, (1) Urinal fixture type P-3, (1) ADA

lavatory fixture type P-2H, (2) standard sinks fixture type P-2.

- B. Bids are to include the required sanitary, hot , and cold plumbing for new fixtures at new locations:
- a. Room 212 Womens Public Toilets - (1) standard water closet fixture type P-1 and (1) standard sink fixture type P-2
 - b. Room 213 Mens Public Restroom - (1) standard sinks fixture type P-2
- C. Renovations for these two rooms are to include all accessories as defined by A-4 and A-4.1. Bids are to include required demolition and capping of existing plumbing not to be reused.

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 3** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.



Signature C. Marshall White
Vice President

D .L. Porter Constructors, Inc.

Name of Business



PORT & MARINE SERVICES

201 William Street
Key West, FL 33040

ADDENDUM NO. 4

**RESTROOMS & LAUNDRY RENOVATION
KEYW WEST HISTORIC SEAPORT
ITB #17-007**

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

QUESTIONS and CLARIFICATIONS:

1. Are Bacon Davis Wages applicable for this project?

No.

2. Is Certified Payroll required?

No.

3. Is Flood Insurance required?

Refer to General Conditions Article 34, Section E.

4. Is a Flood Elevation Certificate available?

No.

5. Is Wind Insurance required?

Refer to General Conditions Article 34, Section E.

6. Supplementary Conditions of Part 3 Conditions of Contract (page 60) states "If the work is being done on or near a navigable waterway, Contractors Workers Compensation shall be endorsed to provide USL&H Act...and Jones Act...coverage if specified by the City of Key West." Will these coverages be required?

No.

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 4** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.



Signature

D. L. Porter Constructors, Inc.

Name of Business



PORT & MARINE SERVICES

201 William Street
Key West, FL 33040

ADDENDUM NO. 5

**RESTROOMS & LAUNDRY RENOVATION
KEYW WEST HISTORIC SEAPORT
ITB #17-007**

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

DRAWINGS:

1. Remove and replace sheet P-2 with attached.
2. Remove and replace sheet P-4 with attached.

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 5** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature

D. L. Porter Constructors, Inc.

Name of Business