

# PROPOSAL

## **Smathers Beach Bathroom ITB #17-018**

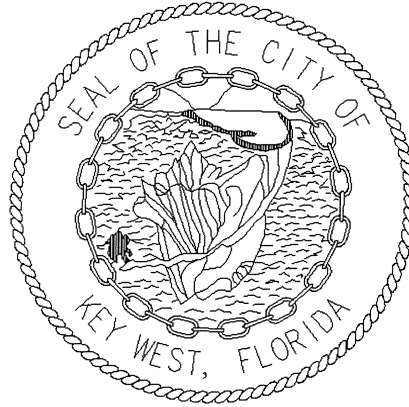
**for**

**City of Key West  
1300 White Street  
Key West, FL 33040**

**Bid Date:  
07/26/17 – 3:00 pm**

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

# CONTRACT DOCUMENTS FOR:



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ITB # 17-018

SMATHERS BEACH BATHROOM

JUNE 2017

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MAYOR: CRAIG CATES

COMMISSIONERS:

RICHARD PAYNE

BILLY WARDLOW

JIMMY WEEKLEY

CLAYTON LOPEZ

SAM KAUFMAN

MARGARET ROMERO

PREPARED BY:  
City of Key West  
Engineering Services

CITY OF KEY WEST

KEY WEST, FLORIDA

CONTRACT DOCUMENTS

For

SMATHERS BEACH BATHROOM

\*\*\*\*

CONSISTING OF:  
BID REQUIREMENTS  
CONTRACT FORMS  
CONDITIONS OF THE CONTRACT  
GENERAL REQUIREMENTS  
DRAWINGS

\*\*\*\*\*

KEY WEST, FLORIDA

JUNE 2017

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## **PART 1**

# **BIDDING REQUIREMENTS**

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## INVITATION TO BID

Sealed bids for the City of Key West ITB # 17-018 SMATHERS BEACH BATHROOM, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White Street., Key West Florida, 33040 until 3:00 p.m. on Wednesday, July 26, 2017 and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

**Please submit one (1) original, and two (2) flash drives each with one single PDF file of the sections entitled "Bidding Requirements" and "Contract Forms". Bid package is to be enclosed in a sealed envelope, clearly marked on the outside "ITB #17-018 BID FOR SMATHERS BEACH BATHROOM" addressed and delivered to the City Clerk at the address noted above.**

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

Furnish and install a bathroom facility as shown on "SMATHERS BEACH BATHROOM" drawings. Including a sewer lift station and South Roosevelt road crossing.

Drawings and Specifications may be obtained from Demand Star by Onvia or City of Key West. Please contact Demand Star at [www.demandstar.com](http://www.demandstar.com) or call 1-800-711-1712 or [www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov)

A Pre - Bid meeting will be held on July 12, 2017 at 11 a.m. in Room 113 Key West City Hall 1300 White Street, Key West, Florida

**EACH BID MUST BE SUBMITTED ON THE PRESCRIBED FORM AND ACCOMPANIED BY BID SECURITY AS PRESCRIBED IN THE INSTRUCTIONS TO BIDDERS, PAYABLE TO THE CITY OF KEY WEST, FLORIDA, IN AN AMOUNT NOT LESS THAN FIVE (5) PERCENT OF THE AMOUNT BID.**

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

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

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

All bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

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

**Any request for information concerning this project must be made in writing, per City of Key West Ordinance Section 2-773, Cone of Silence, to Janet Muccino, Project Manager, at [jmuccino@cityofkeywest-fl.gov](mailto:jmuccino@cityofkeywest-fl.gov).**

As stated above at the time of the bid submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Bidder must also be able to satisfy the CITY Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question. The CITY may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the CITY. The CITY may also waive any minor formalities or irregularities in any bid, (6) if such rejection is in the best interest of the CITY.

## INSTRUCTIONS TO BIDDERS

### 1. CONTRACT DOCUMENTS

#### A. FORMAT

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

#### B. DOCUMENT INTERPRETATION

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the ENGINEER, in writing (at least ten (10) calendar days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be available to all registered holders of Contract Documents via Demand star. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

### 2. GENERAL DESCRIPTION OF THE PROJECT

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

### 3. QUALIFICATION OF CONTRACTORS

The prospective Bidders must meet the statutorily prescribed requirements before award of Contract by the CITY. Bidders must hold or obtain all licenses and/or certificates as required by the State and Local Statutes to bid and perform the work specified herein.

### 4. BIDDER'S UNDERSTANDING

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

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

and surface topography at the worksite.

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

5. TYPE OF BID

A. LUMP SUM

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

**The Bidder shall submit a Schedule of Values with the BID. It shall be broken down by trade and type of work and include the cost of all LABOR & MATERIALS for use as a basis for payment.**

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in, as required, preferably in BLACK ink. All price information shall be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

Any BID shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to Bid.

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

B. SIGNATURE

The Bidder shall sign his BID in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the

signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the CITY prior to opening of Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

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

The Bidder shall submit with his Bid his experience record showing his experience and expertise in roof construction and related work. Such experience record shall provide at least five current or recent projects (within the past 5 years) of similar work, within the State Florida and preferably Monroe County. For each project the following information shall be provided:

1. Description and location of work.
2. Contract amount.
3. Dates work was performed.
4. Owner.
5. Name of Owner's contact person and phone number.
6. ENGINEER.
7. Name of ENGINEER's contact person and phone number.

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

D. ATTACHMENTS

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

Anti-Kickback Affidavit  
Public Entity Crimes Form  
Indemnification Form  
City of Key West Business License Tax Receipt  
Local Vendors Form  
Domestic Partnership Affidavit  
Cone of Silence Affidavit  
Bidders' Checklist

E. PUBLIC ENTITY CRIMES FORM

Pursuant to the requirements of Chapter 287.133, Laws of Florida, pertaining to the sworn

statement on Public Entity Crimes and the Convicted Vendor List, all Bidders shall submit a signed and notarized statement with their Bid on the form provided herein.

7. STATE AND LOCAL SALES AND USE TAXES

Unless the Supplementary Conditions contains a statement that the CITY is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political subdivisions, shall pay all state and local sales and use taxes. Prices quoted in the 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 Invitation to Bid. BIDS must be made on the BID forms provided herewith, **submit one (1) ORIGINAL and two (2) FLASH DRIVES each containing a single PDF file of the entire bid package.**

Each BID must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and its contents (project name and number) without being opened, and addressed in conformance with the instructions in the Invitation to Bid.

9. MODIFICATION OR WITHDRAWAL OF BIDS

Prior to the time and date designated for receipt of BIDS, any BID submitted may be withdrawn by notice to the party receiving BIDS at the place designated for receipt of BIDS. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of BID. No BID may be withdrawn after the time scheduled for opening of BIDS, unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

10. BID SECURITY

BIDS must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the Bid submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his BID for a period of ninety (90) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified. Agent and Surety phone numbers must be provided.

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.



If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

11. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the CITY 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 Bidders' bonds and any guarantees, which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

12. AWARD OF CONTRACT

Within ninety (90) calendar days after the opening of Bids, the CITY 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, responsible Bidder to sign the Contract, provide additional documents, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within one hundred & twenty (120) days after the opening of Bids.

The CITY reserves the right to accept or reject any or all Bids, and to waive any informalities and irregularities in said Bids.

13. BASIS OF AWARD

The award will be made by the Owner on the basis of the BID from the lowest, responsive, responsible BIDDER which, in the Owner's sole and absolute judgment will best serve the interest of the Owner.

14. EXECUTION OF CONTRACT

The successful Bidder shall, within ten (10) working days after receiving Notice of Award, sign and deliver to the CITY an original Contract and two (2) copies in the form hereto attached, together with the insurance certificate as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BID BOND

The Bidder who has a Contract awarded to him 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 CITY, and it is agreed that this said sum is a fair estimate of the amount of damages the CITY will sustain in case the Bidder fails to enter into a Contract. Bid

security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

17. TIME OF COMPLETION

The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may be allowed in accordance with the provisions stated in the General Conditions.

When the Contractor receives a Notice to Proceed, he shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in this Bid.

The term of this contract will be **180** calendar days.

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

### PROPOSAL FORM

To: The City of Key West  
Address: 1300 White Street, Key West, Florida 33040  
Project Title: SMATHERS BEACH BATHROOM  
ITB 17-018

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

Company Name: D. L. Porter Constructors, Inc.  
Contact Name & Telephone #: (941) 929-9400  
Email Address: mwhite@dlporter.com

### BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this 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 for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this 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.

### 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 to the Owner 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 further agrees to begin work within 10 calendar days after the date of the Notice to proceed and to complete the project, in all respects within 180 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 \$250.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents.

### ADDENDA

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

          ,           ,           ,           ,           ,           ,           ,           ,           ,           ,  
(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

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



## THE CITY OF KEY WEST

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

### ADDENDUM NO. 1

#### SMATHERS BEACH BATHROOMS / ITB 17-018

July 20, 2017

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

#### **Pre-Bid Request for Information:**

**1.) What is the required elevation of the electrical panel at the bathrooms?**

Elevation +14 NGVD

**2.) Is the City set on a prefab bathroom or is concrete block acceptable?**

See BID ALTERNATE NO. 1 -SITE CONSTRUCTED BATHROOM on page 11 of the PROPOSAL.

**3.) Is there a specific pre-fab company to be used?**

No, as long as the company bidding this job can demonstrate their (Pre-engineered / Pre-manufactured) bathroom building meets the design intent of the drawings and specifications, all applicable building / code requirements, freight weight limitations on A1A, wave action requirements for VE zone, FEMA flood, etc.

**4.) Will use of lights while working on lift station connection at night across South Roosevelt conflict with turtle nesting season.**

Contractor will coordinate with "Save-A-Turtle" representative relative to lighting limitations; however, turtle nesting season ends October 31, 2017.

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

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

Signature

D. L. Porter Constructors, Inc.

Name of Business

## **PROPOSAL FORM**

### **1.) BATHROOM LUMP SUM BASE BID:**

(Includes all permitting, fixtures, equipment, material & labor)

LUMP SUM \$ 565,200.00

Five Hundred Sixty-Five Thousand Two Hundred Dollars & Zero Cents  
(amount written in words)

### **2.) SEWER LIFT STATION**

(Includes all permitting, road crossing, maintenance of traffic, equipment, material & labor)

LUMP SUM \$ 185,500.00

One Hundred Eighty-Five Thousand Five Hundred Dollars & Zero Cents  
(amount written in words)

### **TOTAL LUMP SUM BID ITEMS 1 & 2**

LUMP SUMS \$ 750,700.00

Seven Hundred Fifty-Thousand Seven Hundred Dollars & Zero Cents  
(amount written in words)

### **BID ALTERNATE NO. 1 - SITE CONSTRUCTED BATHROOM**

Bidders have the option (not required) to provide lump sum add or deduct price to Bid Item 1. for design-build of an on-site constructed bathroom in lieu of specified modular unit. Primary construction material shall be concrete masonry unit (CMU). Contractor to provide supporting design and permit/construction drawings signed/sealed by Florida Licensed Professional Engineer verifying proposed structure meets all applicable State of Florida and Key West Building Codes including wind and flood. Foundation, dimension, fixtures and finishes shall be consistent with those specified in the Bid Drawings and technical specifications. Contractor responsible for obtaining all required permits at no additional cost to the City.

LUMP SUM (Add+; Deduct-) \$ (\$94,850.00)

Payment for materials & equipment authorized by the Owner in a written Change Order but not listed in the Schedule of Values will be provided at suppliers' invoice plus 15 %.

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

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

APPLICATION NO: **SOV**

BID DATE: **7/26/2017**

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

PERIOD TO:

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

ARCHITECT'S PROJECT NO: **ITB 17-018**

**Smather's Beach Bathroom**

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Mobilization	\$18,550.00			\$0.00	\$0.00	0%	\$18,550.00	\$0.00
	Permit, Bond & Insurance	\$23,447.00			\$0.00	\$0.00	0%	\$23,447.00	\$0.00
	Supervision & General Labor	\$68,747.00			\$0.00	\$0.00	0%	\$68,747.00	\$0.00
	Temporary Facilities	\$24,591.00			\$0.00	\$0.00	0%	\$24,591.00	\$0.00
	Misc. Demolition	\$2,875.00			\$0.00	\$0.00	0%	\$2,875.00	\$0.00
	Concrete	\$65,550.00			\$0.00	\$0.00	0%	\$65,550.00	\$0.00
	Misc. Metals/Fencing	\$12,193.00			\$0.00	\$0.00	0%	\$12,193.00	\$0.00
	Roofing	\$10,350.00			\$0.00	\$0.00	0%	\$10,350.00	\$0.00
	Metal Framing, Stucco & Paint	\$14,771.00			\$0.00	\$0.00	0%	\$14,771.00	\$0.00
	PreFab Restroom	\$390,071.00			\$0.00	\$0.00	0%	\$390,071.00	\$0.00
	Electric	\$12,932.00			\$0.00	\$0.00	0%	\$12,932.00	\$0.00
	Sitework, Asphalt Restoration & MOT	\$48,827.00			\$0.00	\$0.00	0%	\$48,827.00	\$0.00
	Sewer & Water	\$57,796.00			\$0.00	\$0.00	0%	\$57,796.00	\$0.00
	<b>TOTALS</b>	\$750,700.00			\$0.00	\$0.00	\$0.00	\$750,700.00	\$0.00

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

Metal Framing / Fascia Work	\$10,000.00



## SUBCONTRACTORS

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

Charley Toppino & Sons, Inc. (Site work, Utilities & MOT)

Name

PO Box 787, Key West, FL, 33040  
Street City State Zip

Florida Keys Electric, Inc (Electrical)

Name

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

CXT, Inc. and L. B. Foster Company (Pre-Fab Building)

Name

3808 N Sullivan Road, Bldg #7, Spokane Valley, WA, 99216  
Street City State Zip

Name

Street City State Zip

SURETY

Liberty Mutual Insurance Company \_\_\_\_\_ whose address is

175 Berkley Street, Boston, MA, 02116  
Street City State Zip

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

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:

Gary A. Loer, President \_\_\_\_\_

C. Marshall White, Vice President \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
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 26th day of July 2017.

(SEAL)

D. L. Porter Constructors, Inc.  
Name of Corporation

By

C. Marshall White

Title Vice President

Attest

Kim McGinnis  
Secretary

## EXPERIENCE OF BIDDER

The Bidder states that he is an experienced CONTRACTOR and has completed similar projects within the last 5 years.

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

See attached "Relevant Experience" list

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

## **RELEVANT EXPERIENCE**

### **PROJECT**

### **OWNER / ARCHITECT**

#### **ADA Compliance Segment #'s 1 & 2**

32 Monroe County Public Facilities

\* Monroe County, FL (\$673,203)

Monroe County Board of Cty Commissioners

K2M Design

Key West, FL

#### **Adderley House Renovation**

Tabby Concrete Repairs

\* Monroe County, FL (\$108,943.00)

Florida Keys Land & Sea Trust

Bender & Associates Architects

Marathon, FL

#### **Aids Memorial Addition**

Granite Memorial Bench

\* Key West, FL (\$159,000)

Monroe County Board of Cty Commissioners

mbi-k2m Architecture, Inc.

Key West, FL

#### **Ash Transfer Center**

\* Key West (\$854,041)

City of Key West

Key West, FL

#### **Big Coppitt Fire Facility**

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

Monroe County Board of Cty Commissioners

Morrison/Knudsen Gerrits

Key West, FL

#### **Buquebus Ferry Terminal**

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

City of Key West

Peter Pike & Associates

Key West, FL

#### **Courthouse Annex Renovation**

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

Monroe County Board of Cty Commissioners

Gonzalez Architects

Key West, FL

#### **Crawl Key Fire Training Addition**

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

Monroe County Board of Cty Commissioners

Key West, FL

#### **Department of Homeland Security**

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

Key West GSA, LLC

Tampa, FL

RMJ Architects

Tampa, FL

#### **FL Keys Mosquito Control Hangar**

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

FL Keys Mosquito Control District

Thomas E. Pope, P.A.

Key West, FL

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

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

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

**Freeman Justice Center Drug Court Renovations**

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

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

**Gato Bldg. Interior Renovation**

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

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

**Gato Bldg. Exterior Restoration**  
(Historic Preservation)

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

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

**Key West Bight, Public Restrooms**

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

City of Key West  
Gonzalez Architects  
Key West, FL

**Key West Customs House MEP & FP**

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

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

**Key West Fire Station #2**

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

City of Key West  
MBI / K2M  
Key West, FL

**Key West Historic Seaport, Phase 1**

\* Key West, FL (\$553,172.54)

City of Key West  
Bender & Associates  
Key West, FL

**Key West International Airport  
Baggage Claim Hall Renovations**

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

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

**Key West International Airport  
Hangar Development, Taxiways & Aprons**

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

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

**Key West International Airport  
Addition & Renovation**

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

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

**Key West International Airport  
Generator w/Building**

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

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

Miami, FL

**Key West International Airport  
Miscellaneous Improvements**

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

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

**Lester Building Enclosure**

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

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

**Little Hamaca Park**

City of Key West  
Key West, FL

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

**Mallory Square Restroom**

City of Key West  
Gonzalez Architects  
Key West, FL

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

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

City of Key West  
Gonzalez Architects  
Key West, FL

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

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

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

\* Marathon, FL (\$103,779)

**Manatee County Detention Facility**

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

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

**Marathon Diesel General  
Generating Plant**

Florida Keys Electric Coop  
Marathon, FL

\* Marathon, FL (\$862,000)

**Marathon Hangar Building**

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

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

**Monroe County Detention  
Facility-Key West**

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

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

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

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

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

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

**Monroe County Detention  
Sheriff's Headquarters**

Monroe County Board of Cty Commissioners  
Morrison-Knudsen Gerrits

* Key West, FL (\$3,472,000)	Key West, FL
<b><u>Monroe County Library</u></b>	Monroe County Board of Cty Commissioners Thomas E. Pope, AIA Key West, FL
* Key West, FL (\$652,773)	
<b><u>Monroe County Public Service Facility Asbestos Abatement Demolition</u></b>	Monroe County Board of Cty Commissioners Key West, FL
* Key West, FL (\$429,339)	
<b><u>Monroe County Sheriff's Hangar Marathon Airport</u></b>	Monroe County Board of Cty Commissioners URS Corporation Miami, FL
* Marathon, FL (\$1,569,414)	
<b><u>Monroe Sheriff's Substation &amp; Tax Collector's Offices</u></b>	Monroe County Board of Cty Commissioners Bender & Associates Architect Key West, FL
* Marathon, FL (\$733,000)	
<b><u>Naval Air Station Repairs &amp; Alterations A-149</u></b>	United States Navy-SOUTH DIV Key West, FL
* Key West, FL (\$113,700)	
<b><u>Naval Air Station Addition to Bldg A1019</u></b>	United States Navy-SOUTH DIV Key West, FL
* Key West, FL (\$120,806)	
<b><u>Naval Air Station-Indoor Racquetball Courts</u></b>	United States Navy-SOUTH DIV Key West, FL
* Key West, FL (\$142,715)	
<b><u>Old Mariner's Hospital Renovation Plantation Key Sheriff's Substation</u></b>	Monroe County Board of Cty Commissioners Bender & Associates Architect Key West, FL
* Key West, FL (\$3,015,400)	
<b><u>Park and Ride Parking Garage</u></b>	City of Key West Key West, FL
* Key West, FL (\$3,597,557)	
<b><u>Public Service Facility Fire Station #1 Phase I</u></b>	City of Key West Key West, FL Gonzalez Architects Key West, FL
* Key West, FL (\$2,027,000)	
<b><u>Public Service Facility Police Station – Phase II</u></b>	City of Key West Key West, FL Gonzalez Architects



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

Savannah, GA

**Retail Store Expansion**

201 William St.

City of Key West

Key West, FL

Peter Pike Architect

Key West, FL

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

**Roof Canopy at SWTE**

City of Key West

CH2M Hill, Architect

Gainesville, FL

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

**Senior Citizens Plaza Concrete Repair**

Housing Authority of the City of Key West

Wiss, Jenney, Elstner Assoc.

Northbrook, IL

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

**H2O Hotel (fka Spindrft)**

Casa Marina-1220 Simonton St., LLC

Peter Pike Architect

Key West, FL

\* Key West, FL (\$ )

**Studios of Key West, PH 1 & 2**

The Studios of Key West Inc.

Michael Miller Architect

Key West, FL

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

**West Martello Public Restrooms**

Monroe County Board of Cty Commissioners

Key West, FL

William P. Horn Architect

Key West, FL

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

**FLORIDA BID BOND**

BOND NO. N/A Bid

AMOUNT: \$ 5% of Amt Bid

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

6574 Palmer Park Circle, Sarasota, FL 34238

hereinafter called the PRINCIPAL, and Liberty Mutual Insurance Company

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

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

in the State of MA,

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

City of Key West, Florida

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

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

THE CONDITION OF THIS BOND IS SUCH THAT:

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

**ITB # 17-018 / SMATHERS BEACH BATHROOM / IS72011602** 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 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 Bid and the detailed Specifications, entitled:

**ITB 17-018 / SMATHERS BEACH BATHROOM / IS72011602**

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 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 19th day of July, 2017.

PRINCIPAL

D. L. Porter Constructors, Inc.

By



STATE OF Florida )

: SS

COUNTY OF Sarasota )

Liberty Mutual Insurance Company

SURETY

By



Eileen C. Heard, Attorney-in-fact and Florida Licensed  
Resident Agent



**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. 7368933

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

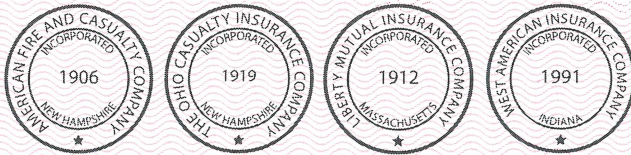
Liberty Mutual Insurance Company  
West American Insurance Company

**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 19th day of July, 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.

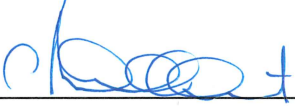
To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**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.

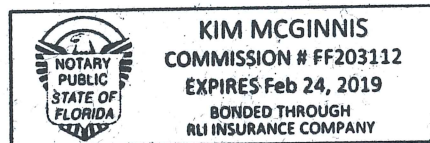
By:   
C. Marshall White, Vice President  
D. L. Porter Constructors, Inc.

Sworn and subscribed before me this 26th day of July, 2017.

NOTARY PUBLIC, State of FLORIDA at Large



Kim McGinnis  
My Commission Expires: February 24, 2019



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 Bid for \_\_\_\_\_  
ITB # 17-018 SMATHERS BEACH BATHROOM

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

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

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

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

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

and my relationship to the entity named above is Vice President

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

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

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

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

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

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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

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

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of

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

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



\_\_\_\_\_  
(Signature) C. Marshall White, Vice President  
July 26, 2017

\_\_\_\_\_  
(Date)

STATE OF FLORIDA

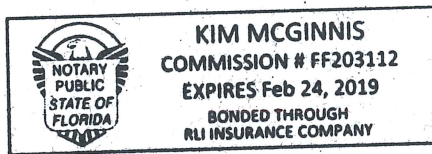
COUNTY OF SARASOTA

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 26th day of July, 2017.

My commission expires: 2/24/2019



\_\_\_\_\_  
NOTARY PUBLIC

Kim McGinnis



## INDEMNIFICATION

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


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

CONTRACTOR: D. L. Porter Constructors, Inc.

SEAL:



6574 Palmer Park Circle, Sarasota, FL 34238  
Address

  
Signature

C. Marshall White  
Print Name

Vice President  
Title

DATE: July 26, 2017

**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 Bids.
  - 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: 305-296-7225

Current Local Address: 471 US Highway 1, Key West, FL 33040 Fax: 941-929-9500  
(P.O Box numbers may not be used to establish status)

Length of time at this address: 2 years 5 months Previous: 302 Southard Street #209, KW (6 yrs)

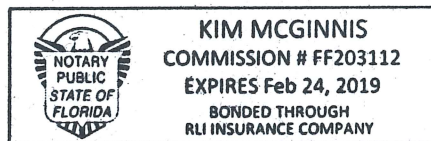
[Signature] Date: July 26, 2017  
Signature of Authorized Representative

STATE OF FLORIDA COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 26th day of July, 2017.

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 identification Personally Known as identification  
(Type of identification)



[Signature]  
Signature of Notary

Kim McGinnis  
Print, Type or Stamp Name of Notary

Office Manager  
Title or Rank

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

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF FLORIDA )  
 : SS  
COUNTY OF SARASOTA )

I, the undersigned hereby duly sworn, depose and say that the firm of D. L. Porter Constructors, Inc. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

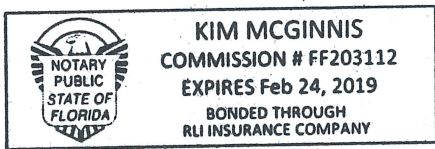
By: C. Marshall White  
C. Marshall White, Vice President

Sworn and subscribed before me this

26th Day of July, 2017.

Kim McGinnis  
Kim McGinnis  
NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires: February 24, 2019



**CONE OF SILENCE AFFIDAVIT**

STATE OF FLORIDA                    )  
  : SS  
COUNTY OF SARASOTA                )

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



\_\_\_\_\_  
C. Marshall White, Vice President

Sworn and subscribed before me this

\_\_\_\_\_  
July 26, 2017  
(date)

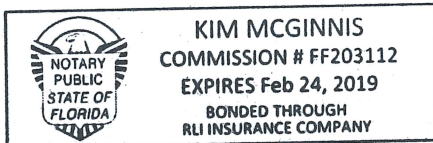
26th Day of July, 2017.



\_\_\_\_\_  
Kim McGinnis

NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires: February 24, 2019



## BIDDER'S CHECKLIST

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

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

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/14/2017

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).

<b>PRODUCER</b> <b>Bouchard Insurance (CLW)</b> <b>101 N Starcrest Dr.</b> <b>Clearwater, FL 33765</b> <b>727 447-6481</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): 727 447-6481</b>		<b>FAX (A/C, No): 727 449-1267</b>
	<b>E-MAIL ADDRESS: certificates@bouchardinsurance.com</b>		
<b>INSURED</b> <b>D L Porter Constructors, Inc.</b> <b>6574 Palmer Park Circle</b> <b>Sarasota, FL 34238-2777</b>	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Colony Specialty Insurance Co</b>		<b>36927</b>
	<b>INSURER B : Amerisure Mutual Insurance Comp</b>		<b>23396</b>
	<b>INSURER C : Old Dominion Insurance Company</b>		<b>40231</b>
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**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>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>BI/PD Ded: 2,500</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<b>Y</b>	<b>Y</b>	<b>103GL001647503</b>	<b>01/01/2017</b>	<b>01/01/2018</b>	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$100,000</b> MED EXP (Any one person) <b>\$5,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b> \$
<b>C</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<b>Y</b>	<b>Y</b>	<b>B1T3307V</b>	<b>01/01/2017</b>	<b>01/01/2018</b>	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>A</b>	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$None <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE	<b>Y</b>	<b>Y</b>	<b>XS171915</b> <b>CLAIMS MADE</b>	<b>01/01/2017</b>	<b>01/01/2018</b>	EACH OCCURRENCE <b>\$5,000,000</b> AGGREGATE <b>\$5,000,000</b> \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<b>Y</b>	<b>N/A</b>	<b>WC208074504</b>	<b>01/01/2017</b>	<b>01/01/2018</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT <b>\$500,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$500,000</b> E.L. DISEASE - POLICY LIMIT <b>\$500,000</b>
<b>B</b>	<b>Leased &amp; Rented Equipment</b>			<b>IM2059364</b>	<b>01/01/2017</b>	<b>01/01/2018</b> <b>Ded</b>	<b>100,000</b> <b>1,000</b>

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

**PROJECT: ITB 17-018 SMATHERS BEACH BATHROOM**

**Complete Certificate Holder(s): City of Key West and any other entity as required by the contract documents**

Coverage is primary as respects to General Liability and non-contributory as subject to the terms, conditions and exclusions of your policy.  
(See Attached Descriptions)

**CERTIFICATE HOLDER****CANCELLATION**

**CITY OF KEY WEST**  
**P O BOX 1409**  
**KEY WEST, FL 33041-1409**

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



## DESCRIPTIONS (Continued from Page 1)

**\*\* Workers Comp Information \*\*Proprietors/Partners/Executive Officers/Members Excluded:**

Gary Loer, President

Marshall White, Vice-President

Certificate holder is additional insured as respects Excess, Auto, & General Liability only if required by written contract, and subject to the terms, conditions and limits as specified in the policy.

Waiver of subrogation applies in favor of certificate holder as respects to Excess, Auto, & General Liability and workers Compensation only if required by written contract, and subject to the terms, conditions and limits as specified in the policy.



**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
Where required by Written Contract	
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.



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NAMED INSURED: D L Porter Constructors, Inc.  
POLICY NUMBER: 103GL001647503

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
Where required by written contract	
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",

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NAMED INSURED: D L Porter Constructors, Inc.

POLICY NUMBER: WC208074504

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**

(Ed. 4-84)

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**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**

Any person or organization required by written contract or certificate of insurance."

This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

This endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri Statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications."

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 Effective 01/01/2017

Policy No. WC208074504

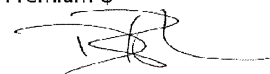
Endorsement No.

Insured D L Porter Constructors, Inc.

Premium \$

Insurance Company

Countersigned by



**WC 00 03 13**

(Ed. 4-84)

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NAMED INSURED: D L Porter Constructors, Inc.

POLICY NUMBER: 103GL001647503

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSUREDS - EXCESS LIABILITY**

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

**Section I - Coverage, 1. Insuring Agreement**, item **b.** is deleted and replaced by the following:

- b.** Any additional insured covered by the insured's "underlying insurance", shown in the Declarations to which this insurance applies, will be an additional insured under this policy. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, in excess of the applicable limits of "underlying insurance". Additional Insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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POLICY NUMBER: 103GL001647503

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **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

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

We waive any rights of recovery we may have against any person or organization because of payments we make for injury or damage resulting from your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" if:

- a. you agreed to such waiver;
- b. the waiver is included as part of a written contract or lease; and
- c. such written contract or lease was executed prior to any loss to which this insurance applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COMMERCIAL AUTOMOBILE ELITE *PLUS* ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

**1. BROAD FORM INSURED**

**A. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary:

- (a) That is an "insured" under any other automobile policy or
- (b) That would be an "insured" under such a policy but for (i) its termination or (ii) the exhaustion of its Limit of Insurance.

- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

- (a) That is a partnership, joint venture or limited liability company,
- (b) That is an "insured" under any other policy,
- (c) That has exhausted its Limit of Insurance under any other policy, or
- (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

**B. Employees as Insureds**

Paragraph **A.1. - WHO IS AN INSURED OF SECTION II - LIABILITY COVERAGE** is amended to add:

Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**C. Lessors as Insureds**

Paragraph **A.1 - WHO IS AN INSURED OF SECTION II - LIABILITY COVERAGE** is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

- (1) The agreement requires you to provide direct primary insurance for the lessor and
- (2) The "auto" is leased without a driver. Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

**2. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT**

The following is added to **A.1 WHO IS AN INSURED OF SECTION II - LIABILITY COVERAGE**:

Any person or organization for whom you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for liability coverage, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in **Section II** of the coverage form.

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to

the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

### 3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The **OTHER INSURANCE** Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

### 4. AMENDED FELLOW EMPLOYEE EXCLUSION

**EXCLUSION 5. - FELLOW EMPLOYEE OF SECTION II - LIABILITY COVERAGE** does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

### 5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire or borrow, subject to the following limit. The most we will pay for "loss" to any hired "auto" is:

- (1) \$50,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1,000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

### 6. PHYSICAL DAMAGE — ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph **A.4.a. OF SECTION III — PHYSICAL DAMAGE COVERAGE** is amended to provide a limit of \$75 per day and a maximum limit of \$2,250.

### 7. EXTRA EXPENSE — BROADENED COVERAGE

Under paragraph **A. OF SECTION III — PHYSICAL DAMAGE COVERAGE**, the following Coverage is added:

We will pay for the expense of returning a stolen covered "auto" to you subject to Paragraph C. Limit of Insurance.

### 8. LOAN/LEASE GAP COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, if a long-term leased or financed "auto" is a covered "auto", we will pay in the event of a total "loss" your additional legal obligation to the lessor or loss payee for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees.

### 9. AIRBAG COVERAGE

Under Paragraph **B. EXCLUSIONS OF SECTION III - PHYSICAL DAMAGE COVERAGE**, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an air bag.

**10. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

The requirement in **LOSS CONDITIONS 2.a – DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS – of SECTION IV – BUSINESS AUTO CONDITIONS** that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual
- (2) A partner, if you are a partnership; or
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

**11. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

**12. WAIVER OF SUBROGATION**

**TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – of SECTION IV – BUSINESS AUTO CONDITIONS** is amended by adding the following:

We waive any right of recovery we may have against any person or organization to or for whom we make payment and with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

**13. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in **SECTION V – DEFINITIONS** is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by any person, including mental anguish or death resulting from any of these.

**14. EXTENDED COVERAGE – BAIL BONDS**

Paragraph **A.2.a.(2) OF SECTION II – LIABILITY COVERAGE** is replaced by the following:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds

**15. EXTENDED COVERAGE – LOSS OF EARNINGS**

Paragraph **A.2.a.(4) OF SECTION II – LIABILITY COVERAGE** is replaced by the following:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**16. LOCKOUT REIMBURSEMENT COVERAGE**

We will reimburse up to \$75 per occurrence to cover your actual expenses incurred when a locksmith must be called:

- (1) To open a covered "auto" because the keys are locked inside the auto; or
- (2) To make a key for a covered "auto" because the key has been lost or stolen.

No deductible applies

**17. NON-OWNED TRAILER – INCREASED LOAD CAPACITY**

The following is added to **C. OF SECTION I – COVERED AUTOS**:

Non-owned "trailers" with a load capacity of 5,000 pounds or less designed primarily for travel on public roads

**18. EXTENDED COVERAGE – BUSINESS PERSONAL PROPERTY AND PERSONAL EFFECTS**

Paragraph **A.4 OF SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the following:

Physical Damage Coverage on a covered "auto" may be extended to "loss" to your "business personal property" or "personal effects", not otherwise covered in the policy or, if you are an individual, the personal property of a family member, that is in the covered "auto" at the time of "loss". The most we will pay for any one "loss" under this coverage extension is \$500.

**SECTION V - DEFINITIONS** is amended by adding the following:

Business Personal Property and Personal Effects means tangible property that is worn or carried by an "insured". It does not include tools, jewelry, money or securities.

## 19. RENTAL REIMBURSEMENT COVERAGE

**SECTION III – PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

- (1) We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
- (2) We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - (a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
  - (b) 30 days.
- (3) Our payment is limited to the lesser of the following amounts:
  - (a) Necessary and actual expenses incurred; or
  - (b) \$50 per day.
- (4) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- (5) If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Extension.

If Rental Reimbursement Coverage is already on the policy at higher limits, then that coverage replaces, and is not added to, the coverage provided above.

## 20. TEMPORARY SUBSTITUTE PHYSICAL DAMAGE

Paragraph **C. OF SECTION I – COVERED AUTOS** is amended by the addition of the following:

If Physical Damage Coverage is provided by this Coverage Form, the following type of vehicle is also a covered "auto" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown
- b. Repair
- c. Servicing
- d. "Loss"; or
- e. Destruction

## 21. TOWING AND LABOR COVERAGE

Paragraph **A.2. OF SECTION III – PHYSICAL DAMAGE COVERAGE** is replaced by the following:

We will pay up to \$100 for towing and labor costs incurred each time a covered "auto" of the private passenger type or a truck of less than 20,000 pounds gross vehicle weight is disabled. However, the labor must be performed at the place of disablement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

**(1)** The additional insured is a Named Insured under such other insurance; and

**(2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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

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

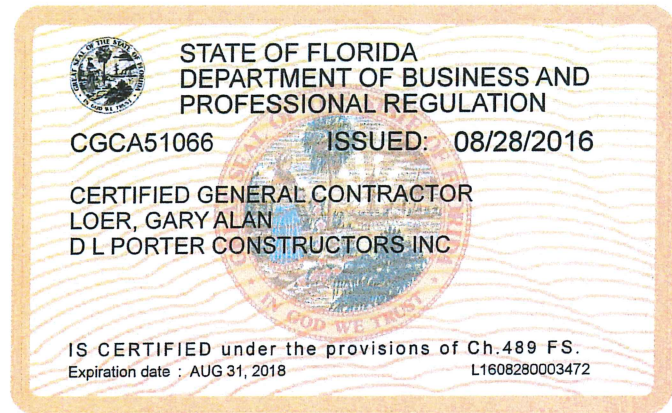
**(850) 487-1395**

**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](http://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.

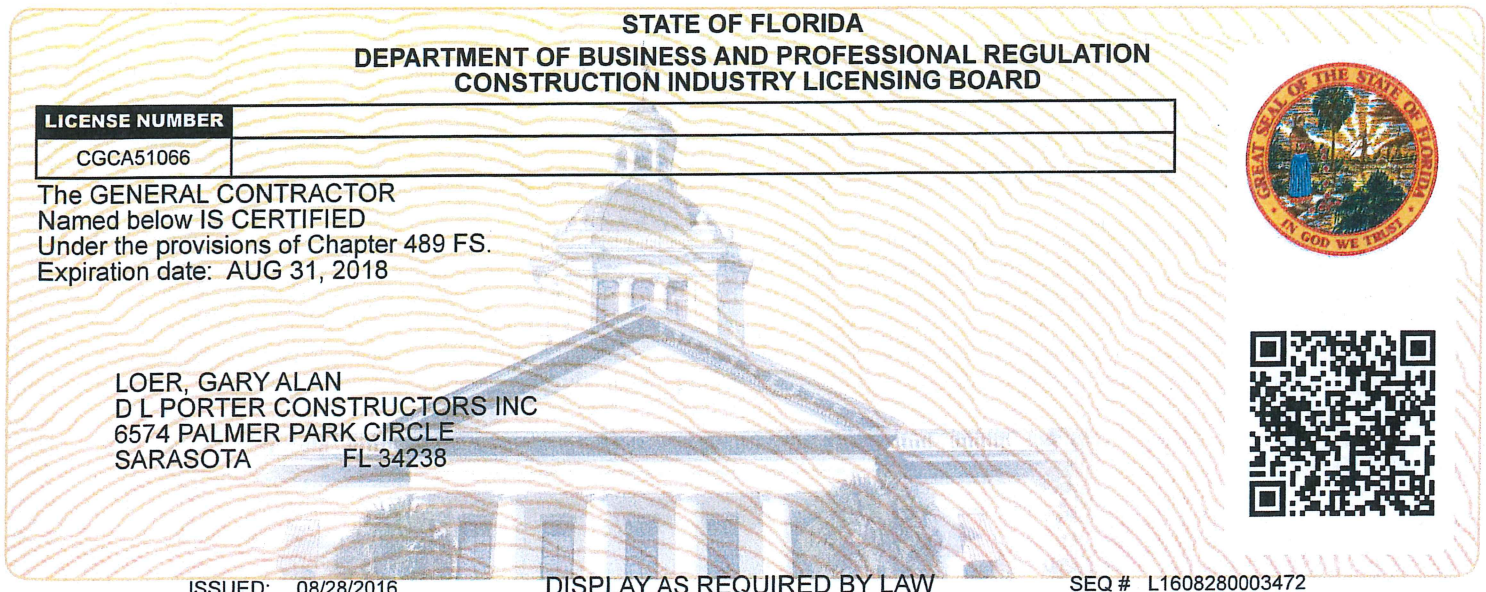
Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**DETACH HERE**

**RICK SCOTT, GOVERNOR**

**KEN LAWSON, SECRETARY**





**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

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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

# 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 471 US HIGHWAY 1 102  
Lic NBR/Class 18-00032058 CONTRACTOR - CERT GENERAL CONTRACTOR  
Issue Date: July 17, 2017 Expiration Date: September 30, 2018  
License Fee \$325.00  
Add. Charges \$0.00  
Penalty \$0.00  
Total \$325.00  
Comments:

This document must be prominently displayed.

D.L. PORTER CONSTRUCTORS, INC.

D.L. PORTER CONSTRUCTORS, INC.  
6574 PALMER PARK CIRCLE

SARASOTA FL 34238

Oper: KEYWKGPR Type: OC Drawn: 1  
Date: 7/17/17 59 Receipt no: 22507  
2018 32058  
OR LIC OCCUPATIONAL RENEWAL  
1.00 \$325.00  
Trans number: 3109245  
CK CHECK 56253 \$325.00  
Trans date: 7/17/17 Time: 12:54:07

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# **PART 2**

## **CONTRACT FORMS**

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## CONTRACT

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017,

by and between the CITY OF KEY WEST, hereinafter called the "Owner", and \_\_\_\_\_

\_\_\_\_\_

hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB 17-018 SMATHERS BEACH BATHROOM, Key West, Florida to the extent of the Bid made by the Contractor, dated the \_\_\_\_\_ th day of \_\_\_\_\_ 2017, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, BID BOND, CONTRACT FORM, SUMMARY OF WORK, SPECIFICATIONS, DRAWINGS, GENERAL & SUPPLEMENTARY CONDITIONS OF THE CONTRACT.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within One hundred & eighty (180) days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

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

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of \$250.00 per day. Sundays and legal holidays shall be included in determining days in default.

This contract will automatically expire upon completion of the project. Contractors warranty obligations remain in effect.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this

\_\_\_\_\_ Day of \_\_\_\_\_, A.D., 2017.

CITY OF KEY WEST

By\_\_\_\_\_

Title City Manager

CONTRACTOR

By\_\_\_\_\_

Title\_\_\_\_\_

**FLORIDA PERFORMANCE BOND**

BOND NO. \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that in accordance with Florida Statutes Section 255.05, \_\_\_\_\_

with offices, at \_\_\_\_\_

hereinafter called the CONTRACTOR, (Principal), and \_\_\_\_\_

with offices, at \_\_\_\_\_

a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST,

represented by its \_\_\_\_\_, hereinafter called the City (Obligee), in the sum of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_),

lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:**

**WHEREAS**, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated \_\_\_\_\_, 2017, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

**NOW THEREFORE**, the conditions of this obligation are such that if the above bounden CONTRACTOR:

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the permit form, coral relocation plan, specifications, and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds, and all addenda, if any, issued prior to the opening of bids),

being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and

3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

**AND**, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract Documents, or to the work to be performed, or materials to be furnished there under shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract Documents, or to the work.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

**IN WITNESS WHEREOF**, the above parties bonded together have executed this instrument this day of \_\_\_\_\_, 2017, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_ Attest

SURETY

By \_\_\_\_\_ (Seal)

\_\_\_\_\_ Attest

**FLORIDA PAYMENT BOND**

BOND NO \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that in accordance with Florida Statutes Section 255.05, \_\_\_\_\_

with offices at \_\_\_\_\_

hereinafter called the CONTRACTOR, (Principal), and

\_\_\_\_\_ with offices at \_\_\_\_\_

a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST,

represented by its \_\_\_\_\_, hereinafter called the City (Obligee), in the sum of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:**

**WHEREAS**, the CONTRACTOR has executed and entered into a certain Contract for

SMATHERS BEACH BATHROOMS 2017

attached hereto, with the CITY, dated \_\_\_\_\_, 2017, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

**NOW THEREFORE**, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the permit form, coral



relocation plan, the specifications, and conditions prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or SUBCONTRACTORS in the prosecution of the work for said contract in accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

**AND**, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Contract Documents and specifications accompanying the said contract shall affect said obligation of said SURETY on this Bond, and the said SURETY does hereby waive notice of any such changes, extension of time, alternations, or additions of the terms of the Contract, or to the work, to the Contract Documents, or to the specifications.

Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

**IN WITNESS WHEREOF**, the above parties bounded together have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2017, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_

Attest

SURETY

By \_\_\_\_\_ (Seal)

\_\_\_\_\_

Attest