

The Bidder shall submit a Schedule of Values with the Proposal. Contractor is responsible for providing a dollar amount for each item listed on the Schedule of Values and that total shall match the amount on the Proposal Lump Sum.

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

SUBCONTRACTORS

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

Discount Rock and Sand, Inc.

<u>Name</u>			
		<u>40%</u>	
<u>Trade</u>	<u>Percent of Total Base Bid</u>		
10500 Aviation Blvd	Marathon	FL	33050
<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>

Charley Toppino & Sons, Inc.

<u>Name</u>			
		<u>10%</u>	
<u>Trade</u>	<u>Percent of Total Base Bid</u>		
PO Box 787	Key West	FL	33041
<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>

<u>Name</u>			
<u>Trade</u>	<u>Percent of Total Base Bid</u>		
<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>

SURETY

Liberty Mutual Insurance Company _____ whose address is

175 Berkeley Street	Boston	MA	02116
<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>

617-537-9500	Brandy Baich, Willis of Florida, 4211 W Boy Scout Blvd, #100, Tampa, FL 33607
<u>Phone</u>	<u>Registered Agent</u> <u>Phone: 813-287-2095</u>

BIDDER

The name of the Bidder submitting this Proposal is

D. L. Porter Constructors, Inc. _____ doing business at

6574 Palmer Park Circle	Sarasota	FL	34238
<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>

PROPOSAL – REVISED 11/15/2017

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

To: The City of Key West
Address: 1300 White St, Key West, Florida 33040
Project Title: DEMOLITION OF BUILDING 103

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

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

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION AND BONDS

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 14 calendar days after the date of the initial Notice to Proceed and to complete the project, in all respects not later than March 30, 2018.

PROPOSAL (continued)

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 \$500.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

ADDENDA

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

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

SALES AND USE TAXES

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

LUMP SUM ITEMS

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

TOTAL LUMP SUM BASE BID¹: \$ 456,000.00 (1)

LANDSCAPE ALLOCATION: \$ 25,000.00 (2)

TOTAL LUMP SUM BASE BID: \$ 481,000.00 (1+2)

\$ Four Hundred Eighty-One Thousand Dollars & Zero
Cents *amount written in words*

Landscape Allocation: Design, Furnish and Plant Additional Landscaping. Coordinate with Owner to develop vertical landscape plan, subject to approval by the City's Urban Forestry Manager. Provide additional irrigation as necessary. Total cost not to exceed \$25,000 landscaping allocation.

¹Indicate Demolition Methodology (check one):

A. LBP Abatement, then demolition and disposal as solid waste/recycling: X

B. Demolish (no LBP abatement) and disposal as hazardous waste: _____



THE CITY OF KEY WEST

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

ADDENDUM NO. 1

Truman Waterfront Building 103 Demolition

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 Request for Proposal (RFP) package is hereby amended in accordance with the following items:

- 1) *A Pre-Bidders conference will be held in the City Manager's Conference Room, 1300 White Street, Key West FL, on November 15, 2017 at 11:00 a.m.*
- 2) *Bidders shall provide an Additive Alternate cost for the removal of excess reclaimed wood. This Additive Alternate to be priced on a per ton basis. Bidder will use this addendum as a supplement to the bid sheet.*
 - a. *Price per ton for removal and recycling/disposal of reclaimed wood*

\$ DELETED PER
ADDENDUM 02

- 3) *Is there a cost estimate or budget for this project?*
 - a. *No*
- 4) *Is there an approximate start date for the project?*
 - a. *Tuesday, January 2, 2018*

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 be "D. L. Porter", is written over a horizontal line.

Signature

D. L. Porter Constructors, Inc.

Name of Business



THE CITY OF KEY WEST

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

ADDENDUM NO. 2

Truman Waterfront Building 103 Demolition

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 Request for Proposal (RFP) package is hereby amended in accordance with the following items:

1) *Include the following attachments as part of the ITB Documents.*

- a. Tetra-Tech LBP and ACM Report
- b. LBP sample locations
- c. REVISED Proposal Form

2) *Bidder Questions/Response*

1. The documents posted on DemandStar do not include the Tetra Tech Environmental Assessment. Can you add this to the file? *Included in this Addendum.*
2. Do you have an overall SF of lead paint to be removed? *No, Contractor to field measure.*
3. Should we assume all debris, including concrete material generated during demolition to be hazardous disposal? *If lead based paint is not removed, concrete demolition debris is considered hazardous unless the Contractor demonstrates non-hazardous through TCLP testing.*

3) *Modify Summary of Work: GENERAL as follows:*

1. 1.a.: Delete last sentence and insert "Contractor shall remove and properly dispose residual LBP (i.e., chips) from ground surfaces within the building and limit of work."
2. 1.d.: Insert after last sentence "Contractor shall remove and dispose/recycle steel plates covering pits prior to backfill. Steel beams located at or below grade may remain."

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



THE CITY OF KEY WEST

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

ADDENDUM NO. 3

Truman Waterfront Building 103 Demolition

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:

Bidder Questions/Response

- 1) Is the irrigation system cost included in the (25k) predetermined landscaping budget?
 - a. *Refer to Summary of Work 1.n.*
- 2) There are raised features throughout the building floor (grade beams, curbs etc.). Do we need to cut these features flush?
 - a. *Refer to Summary of Work 1.c.*

Delete item 2 of Addendum 1 as all surplus wood will be disposed of by Owner.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 3 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

The Bidder shall submit a Schedule of Values with the Proposal. Contractor is responsible for providing a dollar amount for each item listed on the Schedule of Values and that total shall match the amount on the Proposal Lump Sum.

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

SUBCONTRACTORS

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

Discount Rock and Sand, Inc.

Name

Trade		Percent of Total Base Bid	
10500 Aviation Blvd	Marathon	FL	33050
Street	City	State	Zip

Charley Toppino & Sons, Inc.

Name

Trade		Percent of Total Base Bid	
PO Box 787	Key West	FL	33041
Street	City	State	Zip

Name

Trade		Percent of Total Base Bid	
Street	City	State	Zip

SURETY

Liberty Mutual Insurance Company whose address is

175 Berkeley Street	Boston	MA	02116
Street	City	State	Zip

617-537-9500	Brandy Baich, Willis of Florida, 4211 W Boy Scout Blvd, #100, Tampa, FL 33607
Phone	Registered Agent Phone: 813-287-2095

BIDDER

The name of the Bidder submitting this Proposal is

D. L. Porter Constructors, Inc. doing business at

6574 Palmer Park Circle	Sarasota	FL	34238
Street	City	State	Zip

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

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

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 29th day of November 2017.

(SEAL)

D. I. Porter Constructors, Inc.

Name of Corporation

By

C. Marshall White

Title

Vice President


Attest

Kimberly McGinnis

ANTI – KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF SARASOTA)

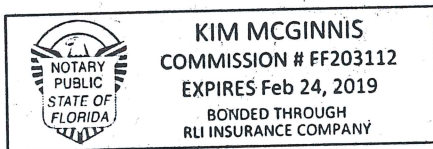
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 
C. Marshall White, Vice President

Sworn and subscribed before me this 29th day of November, 2017.

NOTARY PUBLIC, State of FLORIDA at Large


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 Proposal for ITB #: 18-008
Truman Waterfront Building 103 Demolition

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.

PUBLIC ENTITY CRIMES (continued)

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).

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

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

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

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

PUBLIC ENTITY CRIMES (continued)

_____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
November 29, 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)

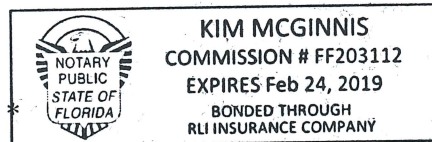
signature in the space provided above on this 29th day of November, 2017.

My commission expires: February 24, 2019



NOTARY PUBLIC
Kim McGinnis

* * * * *



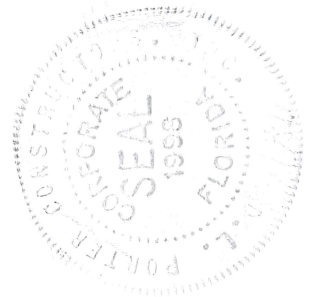
INDEMNIFICATION

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.

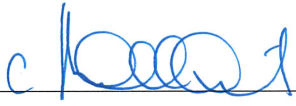
The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend 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

November 29, 2017
Date

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

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


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

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

Business Name D. L. Porter Constructors, Inc. Phone: 941-929-9400

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

Length of time at this address: 2 years 9 months

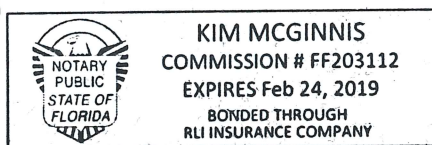
 Date: _____
Signature of Authorized Representative


STATE OF FLORIDA COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 29th day of November, 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)



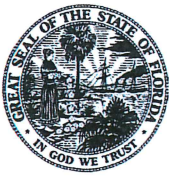

Signature of Notary

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

* * * * *



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

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

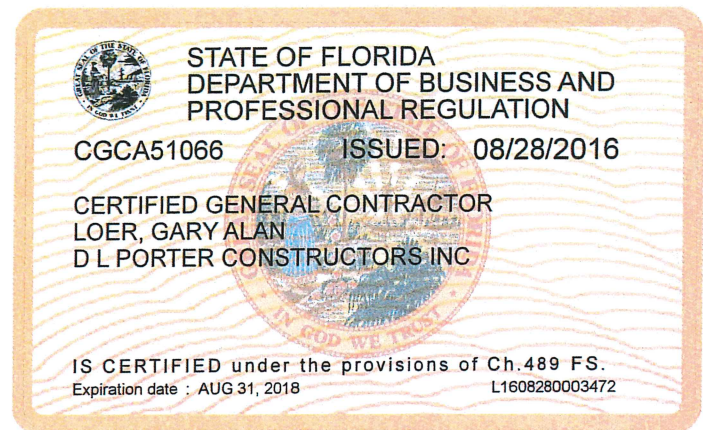
(850) 487-1395

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

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

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

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



DETACH HERE

RICK SCOTT, GOVERNOR

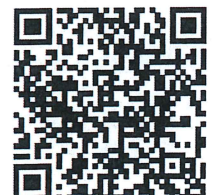
KEN LAWSON, SECRETARY

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

LICENSE NUMBER	
CGCA51066	

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

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



ISSUED: 08/28/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1608280003472

**2017 / 2018
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2018**

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 000-16-00024844 09/19/2017 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, 2018

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 000-16-00024844 09/19/2017 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: KEYWGP Type: OC Drawer: 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

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT


STATE OF FLORIDA)
 : SS
COUNTY OF SARASOTA)

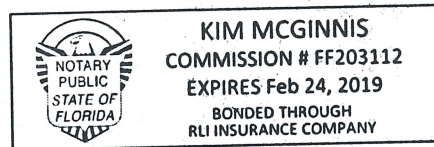
I, the undersigned hereby duly sworn, depose and say that the firm of D. L. Porter Constructors, Inc. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: 
C. Marshall White, Vice President

Sworn and subscribed before me this

29th day of November, 2017.


NOTARY PUBLIC, State of FLORIDA at Large



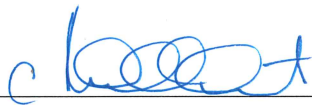
My Commission Expires: February 24, 2019

* * * * *

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 (attached).


(signature)

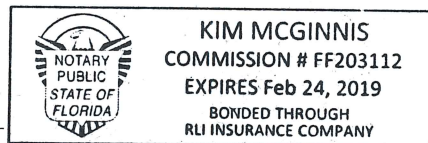
(date)

Sworn and subscribed before me this

29th Day of November, 2017.



NOTARY PUBLIC, State of FLORIDA at Large



My Commission Expires: February 24, 2019

* * * * *

PART 2

CONTRACT FORMS

CONTRACT

This Contract, made and entered into this _____ day of _____
20____,

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 **Building 103 Demolition, Key West, Florida** to the extent of the Bid made by the Contractor, dated the day of _____ 2017, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, CONTRACT FORMS, PERFORMANCE & PAYMENT BONDS AND SCOPE OF WORK.

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 14 calendar days with ALL work complete and final invoice submitted to the CITY no later than February 2, 2018.

The Contractor agrees 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 for BASE BID shall be paid at a rate of \$500.00 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., 20 ____.

CITY OF KEY WEST

By_____

Title_____

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 Florida, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto the **CITY OF KEY WEST**, hereinafter called the CITY (Obligee), in the sum of:

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated _____, 20____, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

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

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the scope of work and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds, and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

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

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

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

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

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

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument

this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST

FLORIDA PAYMENT BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____

with offices at _____
hereinafter called the CONTRACTOR, (Principal), and

with offices at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____

_____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto CITY OF KEY WEST, hereinafter called the City (Obligee), in the sum of:

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

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

RFP BUILDING 103 DEMOLITION attached hereto, with the CITY, dated

_____, 20____, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents ,which include Scope of work and conditions prepared by the CITY, invitation to bid, instructions to bidders, the

CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract is 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 _____, 20____, 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

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: [Truman Building 103 Demo](#)
APPLICATION DATE: [Schedule of Values](#)

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

PERIOD TO: [11/29/17](#)

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

ARCHITECT'S PROJECT NO:

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					
1	Mobilization	\$10,250			\$0.00	\$0.00	0%	\$10,250.00	\$0.00
2	Bond & Insurances	\$10,495			\$0.00	\$0.00	0%	\$10,495.00	\$0.00
3	Permit Fee	\$7,475			\$0.00	\$0.00	0%	\$7,475.00	\$0.00
4	Supervision & General Labor	\$11,727			\$0.00	\$0.00	0%	\$11,727.00	\$0.00
5	Tenporary Facilities	\$2,473			\$0.00	\$0.00	0%	\$2,473.00	\$0.00
6	Lead Paint Abatement	\$101,200			\$0.00	\$0.00	0%	\$101,200.00	\$0.00
7	Cap Utilities	\$6,095			\$0.00	\$0.00	0%	\$6,095.00	\$0.00
8	Demolition	\$254,150			\$0.00	\$0.00	0%	\$254,150.00	\$0.00
9	Geotech Fabric	\$3,662			\$0.00	\$0.00	0%	\$3,662.00	\$0.00
10	Limestone Fill	\$18,975			\$0.00	\$0.00	0%	\$18,975.00	\$0.00
11	Topsoil Fill	\$22,770			\$0.00	\$0.00	0%	\$22,770.00	\$0.00
12	Irrigation	\$6,728			\$0.00	\$0.00	0%	\$6,728.00	\$0.00
13	Landscaping (allowance)	\$25,000			\$0.00	\$0.00	0%	\$25,000.00	\$0.00
	TOTALS	\$481,000.00			\$0.00	\$0.00	\$0.00	\$481,000.00	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					