

HISTORIC HACIENDA HOTEL

SECTION 00110

PROPOSAL FORM

BID TO: CITY OF NEW PORT RICHEY
CITY COUNCIL
5919 MAIN STREET
NEW PORT RICHEY, Florida 34652

BID FROM: D.L. PORTER CONSTRUCTORS, INC.
6574 Palmer Park Circle
Sarasota, FL 34238

The undersigned, having carefully examined the Work and reference Drawings, Specifications, Proposal, and Addenda thereto and other Contract Documents for the construction of:

Historic Hacienda Hotel

and having carefully examined the site where the Work is to be performed, having become familiar with all local conditions including labor affecting the cost thereof, and having familiarized himself with material availability, Federal, State, and Local laws, ordinances, rules and regulations affecting performance of the Work, does hereby propose to furnish all labor, mechanics, superintendents, tools, material, equipment, transportation services, and all incidentals necessary to perform and complete said Work and work incidental hereto, in a workman-like manner, in conformance with said Drawings, Specifications, and other Contract Documents including Addenda issued thereto.

The undersigned further certifies that he has personally inspected the actual location of where the Work is to be performed, together with the local sources of supply and that he understands the conditions under which the Work is to be performed. The successful bidder shall assume the risk of any and all costs and delays arising from the existence of any subsurface or other latent physical condition which could be reasonably anticipated by reference to documentary information provided and made available, and from inspection and examination of the site.

Two Million Three Hundred Two Thousand dollars.
(Total Base Bid - words) *Eight Hundred Seventy and 00/100*
\$2,302,870⁰⁰

HISTORIC HACIENDA HOTEL

Deductive Alternates (see Section 01100 and Drawing Sheet A0):

Alternate Number 1:

Provide the amount to DEDUCT from the Bid for Alternate One:

Deduct
(Eighteen Thousand Four Hundred Seventy Eight and 00/100) dollars.
(Total Alternate One - words)

Alternate Number 2:

Provide the amount to DEDUCT from the Bid for Alternate Two:

Deduct
(Three Thousand Eight Hundred Sixty and 00/100) dollars.
(Total Alternate Two - words)

Alternate Number 3:

Provide the amount to DEDUCT from the Bid for Alternate Three:

Deduct
(Five Thousand Two Hundred Twenty-Five and 00/100) dollars.
(Total Alternate Three - words)

I acknowledge receipt of Addenda No.(s) #1 dtd 10/27/15;

I have included pages 2 through 6 of the Bid Proposal which entails the Proposal Form X, the required Bid Security X, the Non-Collusion Affidavit X, and the Lobbying and Conflict of Interest Clause X. In addition, I have included a certified copy of Contractor's License.

(Check mark items above, as a reminder that they are included.)

Mailing Address: D.L. Porter Constructors, Inc.

6574 Palmer Park Circle


Sarasota, FL 34238

Phone Number: 941-929-9400

HISTORIC HACIENDA HOTEL

Date: 11/12/15

Signed:



C. Marshall White
(Name)

Vice President
(Title)

Witness:


(Seal) Paulette Jewell

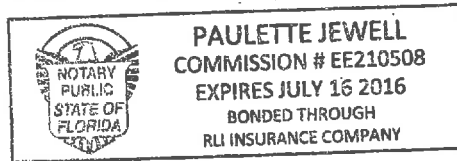
By *[Signature]*

Sworn and subscribed to before me this 12th day of November,
2015,

in the State of Florida, County of Sarasota

Paulette Jewell Notary Public

My Commission Expires: July 16, 2016



HISTORIC HACIENDA HOTEL

SECTION 00110
LOBBYING AND CONFLICT OF INTEREST CLAUSE

SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

" D.L. PORTER CONSTRUCTORS, INC. "

(Company)

"... warrants that he/it has not employed, retained or otherwise had act on his/lts behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee".

(Signature) C. Marshall White, VP

Date: 11/12/15

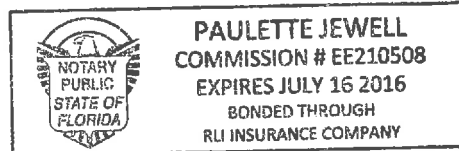
STATE OF: Florida

COUNTY OF: Sarasota

Subscribed and sworn to (or affirmed) before me on November 12, 2015 (date)
by C. Marshall White (name of affiant). He/She is personally known to me
or ~~has produced~~ xxxxxx as identification. (type of
identification)

NOTARY PUBLIC

My commission expires: July 16, 2016



DRUG-FREE WORKPLACE

Florida Statutes on Drug-Free Workplace Programs:

In case of tie bids, preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug free certification form below must be signed and returned with your bid.

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

VENDOR NAME: D.L. Porter Constructors, Inc. BID NO: _____

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements


C. Marshall White Vendor's Signature

C. Marshall White, VP

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 signature in the space provided above on this 12th
day of November, 2016.



Notary Public

(Affix Seal)

July 16, 2016
My commission expires



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, Proposal or Contract No.

for City of New Port Richey FL (Historic Hacienda Hotel)

2. This sworn statement is submitted by D.L. Porter Constructors, Inc.

(name or 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 and my relationship to the
(please print name of individual signing)

entity named above is Vice President

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

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(b) Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjuring trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(l)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a 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(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer 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 placed in the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

By *C. Marshall White* (signature)

Date: 11/12/15

STATE OF FLORIDA

COUNTY OF SARASOTA

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

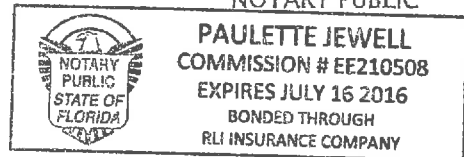
C. Marshall White who, after first being sworn by me, affixed his/~~her~~
signature
(name of individual signing)

in the space provided above on this 12th day of November, 2015.

Paulette Jewell

NOTARY PUBLIC

My commission expires: July 16, 2016





NEW PORT RICHEY

5919 MAIN STREET • NEW PORT RICHEY, FL 34652

727.853.1016

ADDENDA

The Vendor hereby acknowledge that he/she has received Addenda No.'s One (1)
 , , , , (Vendor shall insert No. of each Addendum received)
and agrees that all addenda issued are hereby made part of the Request for
Proposal Documents, and the Vendor further agrees that his/her Request for
Proposal includes all impacts resulting from said addenda.

Signature C. Marshall White

11/12/15

Date

Vice President

Title

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, 2016

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



ISSUED: 08/31/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408310004995

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: Bid SOV

APPLICATION DATE:

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:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	General Conditions	\$142,626.00							
	P&P Bonds, Permits & Insurance	\$63,140.00							
2	Demolition	\$44,500.00							
3 & 4	Concrete, Masonry & Spalling Repair	\$57,834.00							
5	Structural Steel/Metal Repair/Decorative Rail	\$24,542.00							
6	Carpentry, Rough (L & M)	\$105,289.00							
6	Carpentry, Trim (L & M)	\$33,695.00							
7	Roofing & Waterproofing	\$256,815.00							
8	Hope's Windows Furnished & Installed	\$820,054.00							
8	Marvin Doors Furnished & Installed	\$377,080.00							
9	Stucco, Plaster Repair & Exterior Paint	\$192,950.00							
21	Fire Sprinkler	\$2,500.00							
22	Plumbing	\$5,000.00							
26	Electrical & Temp. Power	\$5,000.00							
	Contractors Overhead & Profit	\$171,845.00							
	TOTALS	\$2,302,870.00						\$2,302,870.00	

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

D.L. Porter Constructors, Inc.
6574 Palmer Park Circle
Sarasota, FL 34238

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

Mailing Address for Notices

same as above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City of New Port Richey FL
5919 Main Street
New Port Richey, FL 34652

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT:

(\$5% of Amt. Bid)

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Historic Hacienda Hotel, City Bid #ITB 16-006

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

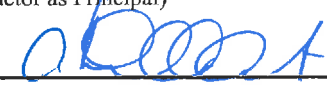
Signed and sealed this 4th day of November, 2015.



(Witness) Paulette Jewell

D.L. Porter Constructors, Inc.


(Contractor as Principal) (Seal)

By: 

(Title) C. Marshall White, VP

Liberty Mutual Insurance Company

(Surety) (Seal)

By: 

(Title) 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. 7005440

American Fire and Casualty Company
The Ohio Casualty Insurance Company

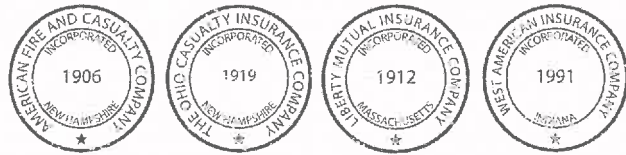
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of June, 2015



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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 3rd day of June, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

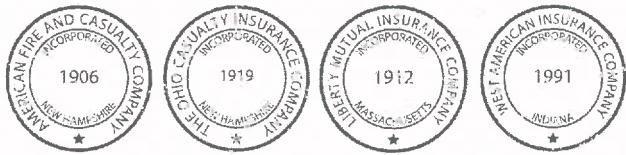
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of November, 2015.



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.