

RESOLUTION NO. 09-186

A RESOLUTION OF THE CAROLINE STREET CORRIDOR AND BAHAMA VILLAGE COMMUNITY REDEVELOPMENT AGENCY (CRA) AWARDING THE BID OF BELLA CONSTRUCTION OF THE KEYS, INC FOR THE DOCKMASTER OFFICE CONSTRUCTION AT THE THOMPSON FISH HOUSE IN THE KEY WEST BIGHT IN A TOTAL AMOUNT NOT TO EXCEED \$135,630.00; AUTHORIZING THE EXECUTION OF A CONTRACT IN ACCORDANCE WITH THE BID; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CAROLINE STREET CORRIDOR AND BAHAMA VILLAGE COMMUNITY REDEVELOPMENT AGENCY, AS FOLLOWS:

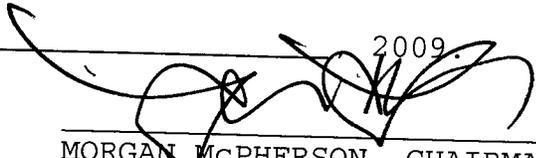
Section 1: That the bid of Bella Construction of the Keys, Inc. for the Dockmaster's office construction at the Thompson Fish House at the Key West Bight in a total amount not to exceed \$135,630.00 is hereby awarded in accordance with the terms and conditions in invitation to bid number 09-012 and response thereto.

Section 2: That City Manager is authorized to enter into a contract in accordance with the bid documents with the advice and consent of the City Attorney.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Agency.

Passed and adopted by the Caroline Street Corridor and Bahama Village Community Redevelopment Agency at a meeting held this 22 day of July, 2009.

Authenticated by the presiding officer and Clerk of the Agency on July 22, 2009.

Filed with the Clerk _____ 2009.

MORGAN MCPHERSON, CHAIRMAN

ATTEST:


CHERYL SMITH, CITY CLERK

CONTRACT

This Contract, made and entered into this 6th day of August 2009, by and between the **Carolina Street Corridor and Bahama Village Community Redevelopment Agency (CRA)**, hereinafter called the "Owner", and **Bella Construction of the Keys, Inc.** 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 the Invitation to Bid (IB) # 09-012: DOCKMASTER OFFICE CONSTRUCTION - THOMPSON FISH HOUSE, to the extent of the Proposal made by the Contractor, dated this 6th day of May 2009, all in full compliance with the Contract Documents referred to herein:

BIDDING REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT, TECHNICAL SPECIFICATIONS, AND DRAWINGS (if any), which consists of DOCKMASTER OFFICE CONSTRUCTION - THOMPSON FISH HOUSE are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the LUMP SUM BID amount in the Proposal 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 Bidder further agrees to begin work the date of the Notice to Proceed. The following contract deadlines will go into affect once the Notice to Proceed is issued:

- Within 30 calendar days, all permit applications must be completed and submitted
- Once permits are issued by Federal, State, and Local departments, 60 calendar days to complete the project.

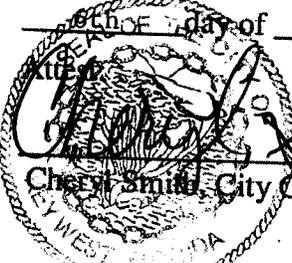
The Contractor agrees to remedy all defects appearing in the work or developing in the materials

furnished and the workmanship performed under this Contract during the two (2) year warranty period beginning the date of final acceptance of the work by the Owner, and further agrees to indemnify and hold harmless the Owner from any costs encountered in remedying such defects.

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

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

8th day of August 2009.


[Signature]
Christ Smith, City Clerk

By:

[Signature]
Jim Scholl, City Manager
or Authorized Representative

Contractor: BELLA CONSTRUCTION OF THE KEYS, INC.

Witness: _____

By:

[Signature]

Print Name: _____

Print Name:

RENE MAY SOTIS, VP

Title:

APPROVED AS TO FORM:

[Signature]

Attorney for Owner

PUBLIC WORKS BOND

**BOND PREMIUM BASED ON
FINAL CONTRACT PRICE**

**THIS IS THE FRONT PAGE OF THIS PERFORMANCE AND PAYMENT BOND
ISSUED IN COMPLIANCE WITH CHAPTER s255.05 FLORIDA STATUTES.**

BOND NO. 5049308
CONTRACTOR NAME: Bella Construction of the Keys, Inc.
CONTRACTOR ADDRESS: 5615 Third Avenue
Key West, FL 33040
CONTRACTOR PHONE NO. (305)-294-2957
SURETY COMPANY: SureTec Insurance Company
3031 N. Rocky Point Dr. West, Ste 155
Tampa, FL 33607 (813)384-4301
OWNER NAME: CRA
OWNER ADDRESS: P.O. Box 1407
Key West, FL 33041
OWNER PHONE NO. ()
OBLIGEE NAME:(If contracting entity
is different from the owner, the contracting public
entity)
OBLIGEE ADDRESS:
OBLIGEE PHONE NO. ()
BOND AMOUNT: \$135,630.00
CONTRACT NO. (If Applicable) 09-012
DESCRIPTION OF WORK: Dockmaster Office Construction Thompson
Fish House
PROJECT LOCATION: Key West, FL
LEGAL DESCRIPTION:

FRONT PAGE

**(ALL OTHER BOND PAGES ARE DEEMED SUBSEQUENT TO THIS PAGE REGARDLESS OF ANY
PAGE NUMBERS THAT MAY BE PRE-PRINTED THEREON)**

PERFORMANCE BOND

BOND NO. 5049308
AMOUNT: \$ 135,630.00

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, Bella Construction of the Keys, Inc. with offices at 5615 Third Avenue, Key West, FL 33040 hereinafter called the CONTRACTOR (Principal), and SureTec Insurance Company with offices at 3031 N. Rocky Point Dr. west, Ste 155, Tampa, FL 33607 a corporation duly organized and existing under and by virtue of the laws of the State of ~~Florida~~ ^{Texas} Florida, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto the CRA, represented by its ~~Attorney~~ ^{Fact}, In hereinafter called the CITY (Obligee), in the sum of:

One Hundred Thirty Five Thousand Six Hundred Thirty Dollars DOLLARS (\$135,600.00) 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 thereunder, including the Contract Documents, 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 CONTRACTOR with labor, materials, or supplies, used directly or indirectly by CONTRACTOR 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,

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, or to the Contract Documents.

Any action instituted 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 bounded together have executed this instrument this 27 day of July, 2009, 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.

Bella Construction of the Keys, Inc.

CONTRACTOR

By: 
Edgar G. Braswell IV President

(SEAL)

SureTec Insurance Company

SURETY

By: 

Robert Barra Attorney In Fact

ATTEST

(SEAL)


ATTEST

PAYMENT BOND

BOND NO. 5049308

AMOUNT: \$135,630.00

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, Bella Construction of the Keys, Inc.

with offices at 5615 Third Avenue, Key West, FL 33040

hereinafter called the **CONTRACTOR**, (Principal), and SureTec Insurance Company

with offices at 3031 N. Rocky Point Dr. West, Ste 155, Tampa, FL 33607

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

hereinafter called the **SURETY**, and authorized to transact business within the State of Florida, as **SURETY**, are held and firmly bound the **CRA**, represented by its Attorney In Fact, hereinafter called the **City (Obligee)**, in the sum of: One Hundred Thirty Five Thousand

~~Six Hundred Thirty Dollars~~ **DOLLARS (\$ 135,630.00)** 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 _____, 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 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** shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents and further that if said **CONTRACTOR** shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying **CONTRACTOR** with labor, materials, equipment, or supplies used directly or indirectly by said **CONTRACTOR** or Subcontractors in the prosecution of the work provided for in said Contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract, including any 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 shall affect

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 thereunder 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 bounded together have executed this instrument this 27 day of July, 2009, 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.

Bella Construction of the Keys, Inc.
CONTRACTOR

By: Edgar G. Braswell IV
Edgar G. Braswell IV President

(SEAL)

ATTEST

SureTec Insurance Company
SURETY

By: Robert Barra
Robert Barra Attorney In Fact

(SEAL)

ATTEST

SureTec Insurance Company LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Robert Barra

of Coral Springs, FL its true and lawful Attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million Dollars and no/100 (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 9/30/09 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder; and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile; and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 20th day of June, A.D. 2005.

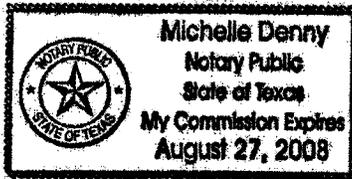


SURETEC INSURANCE COMPANY

By: [Signature]
B.J. King, President

State of Texas ss:
County of Harris

On this 20th day of June, A.D. 2005 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Michelle Denny, Notary Public
My commission expires August 27, 2008

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 27 day of July, 20 09, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.



Executive Summary

To: Jim Scholl, City Manager

From: Raymond Archer, Port Director
Mark Tait, Marina Manager
Doug Bradshaw, Port Project Manager

Date: July 10, 2009

Re: Award of Bid for IB #09-012: Dockmaster Office Construction-Thompson Fish House

ACTION ITEM

Award of Bid for IB #09-012: Dockmaster Office Construction-Thompson Fish House to Bella Construction of the Keys, Inc. for a contract price of \$135,630 and authorize expenditure of the necessary capital project funds.

PROJECT ISSUE

The Key West Bight Dock Master's office and Marina Manager's office is currently located in the floating house boat along the seawall near the Thompson Fish House. The floating structure was a temporary facility that was to be utilized until the Thompson Fish House was renovated to include new offices. Additionally, the floating structure was not permitted under the City's old bay bottom lease. In the new lease that the City has received, the State has given the City one year to remove the house boat.

On April 5th, 2009 Invitation to Bid (IB) #09-012: Dockmaster Office Construction-Thompson Fish House was advertised. The project contemplated consists of providing all equipment, labor, and materials necessary to accomplish the following:

- Construction of second floor Dockmaster's Office and first floor Reservation Area
- Installation/modification of all electrical and mechanical associated with office
- Installation of v-crimp roof (front overhang area-added to project)
- Installation of all necessary cabinets, flooring, walls, etc.
- Installation of restroom and plumbing system
- Installation of windows/shutters to match existing
- Finish Work
- Securing all permits for work

On May 6th, 2009, the CRA received the following bids for the IB:

1. Bella Construction of the Keys, Inc.	\$135,630
2. D.L. Porter Constructors, Inc.	\$178,466
3. McTeague Construction Co. Inc.	\$136,381
4. Morse Builders, Inc.	\$151,509

Upon review of the bids by City Staff, it was determined that all bids were responsive.

At the June 17, 2009 Key West Bight Board meeting, the board made the recommendation to the CRA to award the bid to Bella Construction of the Keys, Inc. for \$135,630 and approved the use of the capital funds.

OPTIONS

At this point in the process there are two options:

1. Accept the lowest qualified, responsive bidder, Bella Construction of the Keys, Inc.,
2. Reject the lowest qualified bidder and select another bidder or readvertise the IB.

ADVANTAGES/DISADVANTAGES

Option 1: Bella Construction of the Keys, Inc. has submitted a responsive bid that appears to be reasonable to provide the work as specified in the bid.

Option 2: There appears to be no justification for selecting another bidder or a rebid.

FINANCIAL ISSUES

The construction of the Dockmaster office is a CRA approved capital project. The total cost for the Dockmaster Office is \$135,630. The 2008-2009 Key West Bight capital budget included \$70,000 to cover this project. This budget number was developed by staff prior to the design of the office by the architect and inserted into the 2008-2009 capital budget as an estimate. The increased cost is based on the additional door/windows/shutters installation, underestimated cost for the electrical and restroom which requires the installation of a holding tank and pump, and for completing the roofing of the dock covering. In order to make up the difference, staff recommends using the excess funds for the approved upgrades to the Schooner Wharf Docks capital project (pedestal installation and electrical upgrades). The budget estimate for that project was \$80,000. Staff was able to reduce the cost to around \$20,000 by reducing the scope of the project and extension of the new electrical proved to be less difficult then originally contemplated.

RECOMMENDATION

The Key West Bight Board and City Staff recommend to the CRA awarding the bid to Bella Construction of the Keys, Inc. for a contract price of \$135,630 and authorize expenditure of the necessary capital project funds.

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

COPY

BID

To: The City of Key West
Address: 525 Angela Street, Key West, Florida 33040
Project Title: DOCKMASTER OFFICE CONSTRUCTION - THOMPSON FISH HOUSE
Project: IB #09-012

BIDDER'S INFORMATION

Name: BELLA CONSTRUCTION OF THE KEYS, INC.
Address: 5615 Third Avenue
Key West, FL 33040
Contact Name: Rene May Sotis
Email: rene@Keysbella.com
Telephone: 305-294-2957
Fax: 305-294-4433

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

BID FORM

IB #09-012: DOCKMASTER OFFICE CONSTRUCTION - THOMPSON FISH HOUSE

LUMP SUM BID PRICE

\$ 135,630.00

Bid Total in Words db

One Hundred thirty five thousand, six hundred thirty dollars
and no cents.

BID BREAKDOWN

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

SUBCONTRACTORS

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

Portion of Work: Interior Trim

Name: Holtkamp Construction

Address: 5607 3rd Avenue

Portion of Work: Electric

Name: Nearshore Electric Inc.

Address: 5680 1st Avenue Suite 5

Portion of Work: Plumbing

Name: Shawn Hudgins Plumbing

Address: 5607 3rd Avenue #4

BIDDER

The name of the Bidder submitting this Bid is: Bella Construction of the Keys, Inc.

Doing business at 5615 Third Avenue,

City Key West State Florida Zip 33040

Telephone No. (305) 294-2957

This address is where all communications concerning this Bid shall be sent.

SUBCONTRACTORS

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

Portion of Work: Mechanical

Name: Total Temperature Control

Address: 5585 2nd Avenue

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

BIDDER

The name of the Bidder submitting this Bid is: _____

Doing business at _____

City _____ State _____ Zip _____

Telephone No. _____

This address is where all communications concerning this Bid shall be sent.

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

PROJECT IB #09-012: DOCKMASTER OFFICE CONSTRUCTION - THOMPSON FISH HOUSE

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

1. This sworn statement is submitted with Bid, Bid or ~~Contract~~ No. IB Project #: 09-012 for
The City of Key West

2. This sworn statement is submitted by BELLA CONSTRUCTION OF THE KEYS, INC.
(Name of entity submitting sworn statement)

whose business address is 5615 Third Avenue, Key West Fl 33040
and (if applicable) its Federal
Employer Identification Number (FEIN) is 20-5867794 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)

3. My name is Edgar G. Braswell IV and my relationship to
(Please print name of individual signing)
the entity named above is PRESIDENT

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

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

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

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural

person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no 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.)

Edgar G Braswell IV
(Signature)
May 6, 2009
(Date)

STATE OF FLORIDA

COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Edgar G Braswell IV who, after first being sworn by me, affixed his/~~her~~ signature in the
(Name of individual signing)

space provided above on this 6th day of May, 2009.

My commission expires

NOTARY PUBLIC STATE OF FLORIDA
Rene May Sotis
Commission # DD598228
Expires: NOV. 11, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

RMS
NOTARY PUBLIC

ANTI-KICKBACK AFFIDAVIT

PROJECT IB #09-012: DOCKMASTER OFFICE CONSTRUCTION - THOMPSON FISH HOUSE

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

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: Edgar A. Bennett II

Sworn and subscribed before me this

6th day of May, 2009.

RMS

NOTARY PUBLIC, State of Florida ~~NOTARY PUBLIC~~ STATE OF FLORIDA
Rene May Sotis

My Commission Expires: NOV 11, 2010
Commission # DD598228
BONDED THRU ATLANTIC BONDING CO., INC.

Division of the Keys, Inc. - Jobs Reference List

JOB #	Job Name	Year(s)	Client Name	Contract Amount	Contact Information
101	S Roosevelt Sidewalks	2007	The deMoya Group	165,772	Chris de Moya cell 305-297-1554
110	Key West Intl Airport	2007-2009	Morganti Group	356,000	Joe Capraro Superintendent, cell 772-260-1911
111	Marathon Boathouse	2007	Botsford Builders	110,272	Brian Botsford Ofc 305-743-9644
112	Parrot Key, Key West	2008	Botsford Builders	26,116	Brian Botsford Ofc 305-743-9644
114	Key Deer Refuge, Big Pine Key	2007	Herrera Construction	72,252	Otto Herrera Ofc 904-653-1222
116	Shark Key House	2007	Botsford Builders	298,122	Brian Botsford Ofc 305-743-9644
121	Marathon Airport	2008	Toppino	40,455	Richard Toppino, 305-296-9934
124	Flagler Fence	2007-2008	Pritam Singh	253,486	Liz, cell 305-481-6301
125	Guard Shack	2007	Sauer	52,100	Paul Craddock, 305-296-2780
126	Cudjoe Key Garage	2007	Botsford	44,844	Brian Botsford Ofc 305-743-9644
130	NAS Boca Chica	2007	Seatech	71,726	David Moran, 305-872-0888
132	KIWI Altman Warehouse	2008-2009	Key Iron Works	38,305	Steve Henson, 305-294-0277
134	Duck Key FKA	2008	DN Higgins	107,900	Walt Messer, 305-292-7889
136	Harbour House	2008	Botsford	56,000	Brian Botsford Ofc 305-743-9644
140	KW Surgery Center	2008	Dooley Mack Constructor.	117,049	Chuck Evans, cell 941-809-8660
144	Atlantic Shores	2008	Calkins & Kenyon	71,915	Rick, Cell 941-628-2783
146	Parrot Key	2008	Botsford	44,220	Brian Botsford Ofc 305-743-9644
147	Marathon Airport	2008-2009	Morganti	283,453	Joe Capraro Superintendent, cell 772-260-1911
156	JIATF	2008	Pedro Falcon	159,370	Christian Brisson, 305-872-2200
157	Slabs at USCG Base	2007-2009	US Coast Guard	83,935	Jeff Glidewell, 305-797-5579
161	Islander Village	2008	Beneway	111,455	Nick Zappone, 305-743-4394
163	Westin Parking Garage	2008-2009	North South	619,583	Kevin, Cell 603-781-5946
164	Marathon Boathouse	2008	Botsford	38,563	Brian Botsford Ofc 305-743-9644
166	Boca Chica NAS Key West	2008	DTC	902,542	Van Pavao, 203-239-4200
167	Fuel Pump Station	2008-2009	Pedro Falcon	168,963	Christian Brisson, 305-872-2200
170	Sidewalks	2008	DN Higgins	52,251	Walt Messer, 305-292-7889
187	NAS Boca Chica	2008-2009	BAT Construction	144,460	Chriss Bass, 305-296-6619
196	Marine Ops Facility	2009	Sauer	50,065	Paul Craddock, 305-296-2780

Bella Construction of the Keys, Inc.

CGC 1512958
Licensed & Insured General Contractors

5615 Third Avenue
Key West, FL 33040
877-60-BELLA
305-294-2957
Fax 305-294-4433

CITY OF KEY WEST

RE: BID # IB#09-012 FOR DOCKMASTER OFFICE / THOMPSON FISH HOUSE

BELLA CONSTRUCTION OF THE KEYS, INC. AND IT'S OFFICERS, EDGAR G BRASWELL IV, AND RENE MAY SOTIS, DO NOT HAVE ANY PREVIOUS OR EXISTING LEGAL ACTION AGAINST THEM.

Edgar G Braswell IV

RM Sotis

RENE MAY SOTIS, VP

Bella Construction of the Keys, Inc.

CGC 1512958

56' Third Avenue

Key West, FL 33040

Office (877) 60 - BELLA

Office (305) 294-2957

Fax (305) 294-2958

ryan@keysbella.com

SCHEDULE OF VALUES

Date: May 6, 2009

Proposal #: 09-117

At: Dockmaster's Office
at Thompson's Fish House

Bella Construction of the Keys, Inc. is pleased to quote the sum of \$135,630.00 to provide all supervision, labor, materials, tools, equipment, and cleanup to complete the above referenced project.

The following is a breakdown of the schedule of values:

Schedule of Values

Mobilization	\$ 10,000.00
Roof Framing	\$ 10,535.00
Block / Concrete Infil	\$ 2,375.00
Block Shutters	\$ 2,750.00
Wall	\$ 4,675.00
Interior Trim	\$ 11,970.00
Staircase	\$ 720.00
Windows and Doors	\$ 4,505.00
Sinks / Countertops	\$ 9,000.00
Paint	\$ 8,440.00
Electric	\$ 4,900.00
Ceiling	\$ 26,000.00
Lighting	\$ 6,150.00
Plumbing	\$ 20,000.00
Room Tile	\$ 4,200.00
Mobilization	\$ 1,410.00
	\$ 8,000.00

\$ 135,630.00

FLORIDA BOND

BOND NO. BB02240

AMOUNT: 5% of Bid Amount

KNOW ALL MEN BY THESE PRESENTS, that

Bella Construction of the Keys, Inc.

Principal

has caused to be executed by **SureTec Insurance Company**

Surety

of the laws of the State of **Texas**

having its principal office

3031 N. Rocky Point Dr., Tampa

in the State of **Florida**

authorized to do business in the State of Florida, as SURETY, are bound jointly and severally in a matter called the Obligor, in the sum of **Five Percent of Bid Amount**

DOLLARS (5% of Bid Amount) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, to the obligee, presents.

THE CONDITIONS OF THIS BOND IS SUCH THAT:

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

DOCKMASTER OFFICE CONSTRUCTION - THOMPSON FISH HOUSE situated by reference hereto, being hereby made a part hereof

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

DOCKMASTER OFFICE CONSTRUCTION - THOMPSON FISH HOUSE

WHEREAS, it was a condition precedent to the submission of said bid that a check or cashier's check or bid bond in the amount of five (5) percent of the base bid be submitted and said bond is a guarantee that the Bidder would, if awarded the Contract, enter into a contract with the Owner for the performance of said Contract, within five (5) working days of award, and having been given of the award of the Contract

and that the conditions of this obligation are such that if the PRINCIPAL fails to do so, the City of Tampa, with the advice of their respective attorneys, may award the Contract to the Bidder who has submitted the next highest bid and the City of Tampa and the Surety are authorized to pursue any and all remedies available to them.

...of the United States of America...

... 5 ... May ... 2002

Bella Construction of the Keys, Inc.
P.O. Box 1000

Edgar G. Braswell IV
Edgar G. Braswell IV President

SureTec Insurance Company

Robert Barra
Robert Barra

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Robert Barra

of Coral Springs, FL its true and lawful Attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million Dollars and no/100 (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 9/30/09 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 20th day of June, A.D. 2005.



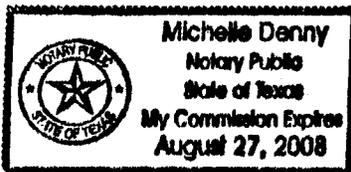
SURETEC INSURANCE COMPANY

By:

B.J. King, President

State of Texas
County of Harris

On this 20th day of June, A.D. 2005 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Michelle Denny
Michelle Denny, Notary Public
My commission expires August 27, 2008

M. Brent Beatty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set forth in the Power of Attorney are in full force and effect.

Witness my hand and the seal of said Company at Houston, Texas this 5 day of May, 2009, A.D.

M. Brent Beatty
M. Brent Beatty, Assistant Secretary



STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 CONSTRUCTION INDUSTRY LICENSING BOARD
 1940 NORTH MONROE STREET
 TALLAHASSEE FL 32399-0783

(850) 487-1175

BELLA CONSTRUCTION OF THE KEYS INC'
 6325 FIRST STREET # 19
 KEY WEST FL 33040

STATE OF FLORIDA AC# 3324361
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 QB53273 08/03/07 060693564
 QUALIFIED BUSINESS ORGANIZATION
 BELLA CONSTRUCTION OF THE KEYS IN
 (NOT A LICENSE TO PERFORM WORK.
 ALLOWS COMPANY TO DO BUSINESS IF
 IT HAS A LICENSED QUALIFIER.)
 IS QUALIFIED under the provisions of Ch. 489
 Expiration date: AUG 31, 2009 L07080301848

DETACH HERE

324361

STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 CONSTRUCTION INDUSTRY LICENSING BOARD SEQ#L07080301848

DATE	BATCH NUMBER	LICENSE NBR
03/2007	060693564	QB53273

QUALIFIED BUSINESS ORGANIZATION
 as defined below IS QUALIFIED
 under the provisions of Chapter 489 FS.
 Expiration date: AUG 31, 2009
 (THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS
 COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.)

BELLA CONSTRUCTION OF THE KEYS INC
 6325 FIRST STREET # 19
 KEY WEST FL 33040



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

BRASWELL, EDGAR GEORGE IV
BELLA CONSTRUCTION OF THE KEYS INC
5615 THIRD AVENUE
KEY WEST FL 33040

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 movers 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. Here you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the department's initiatives.

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

STATE OF FLORIDA AC# 3950554
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 CGC1512958 08/27/08 080050147
 CERTIFIED GENERAL CONTRACTOR
 BRASWELL, EDGAR GEORGE IV
 BELLA CONSTRUCTION OF THE KEYS I
 IS CERTIFIED under the provisions of Ch.489 FS
 Expiration date: AUG 31, 2010 L08082702066

DETACH HERE

3950554 STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 CONSTRUCTION INDUSTRY LICENSING BOARD SEQ# L08082702066

DATE	BATCH NUMBER	LICENSE NBR
08/27/2008	080050147	CGC1512958

GENERAL CONTRACTOR
 as listed below IS CERTIFIED
 under the provisions of Chapter 489 FS.
 Expiration date: AUG 31, 2010

BRASWELL, EDGAR GEORGE IV
 BELLA CONSTRUCTION OF THE KEYS INC
 5615 THIRD AVENUE
 KEY WEST FL 33040

**2008 / 2009
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2009**

RECEIPT # 30140-96230

Corp. Name: BELLA CONSTRUCTION OF THE KEYS INC
 Owner Name: BRASWELL EDGAR G VP & QUAL
 Mailing Address: SOTIS RENE M PRES MULLEN R VP
 5615 THIRD AVE #8
 KEY WEST, FL 33040

Business Location: 5615 THIRD AVE #8
 KEY WEST, FL 33040
 Business Phone: 305-294-2957
 Business Type: CONTRACTORS (GENERAL
 CONT)

Rooms **Seats** **Employees** **Machines** **Stalls**
 0 0 20 0 / 0 0
 STATE LICENSE: CGC1512958 EX 8-31-08

For Vending Business Only
 Number of Machines : Vending Type :

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

PAID-108-07-00004942 07/16/2008 50.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
 WHEN VALIDATED

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

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

MONROE COUNTY BUSINESS TAX RECEIPT

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 . . . : BELLA CONSTRUCTION OF KEYS, IN Ctl Nbr . . . : 17813
Location addr . . . : 5615 THIRD AVE
Lic Nbr/Class . . . : 09 00021855 CONTRACTOR - CERT GENERAL CONTRACTOR
Issue date : 7/22/08 Expiration date . . . : 9/30/09
Lic Fee : 295.00
Penalty : .00
Total : 295.00

This document must be prominently displayed.

BELLA CONSTRUCTION OF KEYS, IN
5615 THIRD AVE
KEY WEST FL 33040

EDD ~~OPENS KEY~~ BOWELL, QUALIFIER
Date: 7/23/08 54 Receipt no: 97732
Total tendered \$295.00
Total payment \$295.00

CERTIFICATE OF LIABILITY INSURANCE

Date of Issue:
12/17/2009

(305) 296-7572 FAX (305) 296-7935
 Porter Allen Company
 3 Southard Street
 Key West, FL 33040

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Bella Construction of the Keys, Inc.
 5615 Third Ave#8
 Key West, FL 33040

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hermitage Insurance Co	
INSURER B: National Union Fire Insurance	
INSURER C: American International S Lines	
INSURER D:	
INSURER E:	

COVERAGE
 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 PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

POL/ SRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	HGL551787-09	02/09/2009	02/09/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	BE2997551	07/25/2008	07/25/2009	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$ \$
	EMPLOYERS COMPENSATION AND EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE MEMBER EXCLUDED? Describe under SPECIAL PROVISIONS below	WC 698 68 61	02/20/2008	02/20/2009	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

LIST OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CONTRACTOR

CERTIFICATE HOLDER

 CITY OF KEY WEST
 ENGINEERING DEPARTMENT
 100 SIMONTON STREET
 KEY WEST, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 David W. Freeman A089/29

CERTIFICATE OF LIABILITY INSURANCE

POLICY NUMBER: 005386055
DATE: 02/20/09

INSURER
 Insurance Underwriters
 Central Grove Blvd
 3548
 911-2067

INSURED
 Bella Construction of The Keys Inc
 5615 Third Ave
 Key West FL 33040

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: AIG	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

TERMS AND COVERAGE
 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 OTHERWISE PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

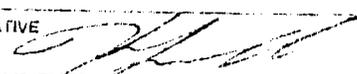
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED? Describe under SPECIAL PROVISIONS below	005386055	02/20/09	02/20/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

ADDITIONAL OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Persons USL&H endorsement 6006F code applies under Worker's Compensation coverage.

CERTIFICATE HOLDER
 City of Key West Building Department
 604 Simonton Street
 Key West, FL 33040

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE: 

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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

BID

COPY

To: The City of Key West

Address: 525 Angela Street, Key West, Florida 33040

Project Title: DOCKMASTER OFFICE CONSTRUCTION - THOMPSON FISH HOUSE

Project: IB #09-012

BIDDER'S INFORMATION

Name: McTeague Construction Co., Inc.

Address: 624 SE Central Parkway
Stuart, FL 34984

Contact Name: Michael H. McTeague

Email: michael@mcteagueconstruction.com

Telephone: (772) 286-6100

Fax: (772) 286-7130

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract. The Bidder further declares that he/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

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

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he/she will, within ten (10) calendar days after Notice of Award, sign the Contract, 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 equipment, materials, and labor 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 the date of the Notice to Proceed. The following contract deadlines will go into affect once the Notice to Proceed is issued:

- Within 30 calendar days, all permit applications must be completed and submitted
- Once permits are issued by Federal, State, and Local departments, 60 calendar days to complete the project.

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 two hundred fifty dollars (\$250.00) per day for all work awarded under this contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. , , , , **None Issued** , (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued

are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

PUBLIC ENTITY CRIMES

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

LUMP SUM BASE BID

The Bidder agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the following lump sum. The Bidder agrees that the lump sum price represents a true measure of the design, labor, materials, and equipment required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. The bid will be awarded on total bid amount. Final lump sum payments will be adjusted based on actual units and unit prices. A schedule of values shall be submitted with the bid.

BID FORM

IB #09-012: DOCKMASTER OFFICE CONSTRUCTION - THOMPSON FISH HOUSE

LUMP SUM BID PRICE

\$ 136,381.00

Bid Total in Words

One Hundred Thirty Six Thousand Three hundred Eighty One Dollars 00/100

BID BREAKDOWN

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

Dockmaster Office Construction - Thompson Fish House
Bid No.: 09-012

Bid Breakdown

General Requirements	\$30,325.00
Demolition	\$4,428.00
Masonry	\$1,537.00
Wood & Plastics	\$29,660.00
Cabinets	\$13,499.00
Roofing	\$2,378.00
Insulation	\$2,306.00
Doors	\$2,357.00
Doors/ Windows	\$646.00
Hardware	\$969.00
Glass and Glazing	\$3,382.00
Stucco	\$3,587.00
Drywall	\$10,660.00
Ceramic Tile	\$410.00
Painting	\$2,562.00
Specialties	\$820.00
Plumbing	\$5,535.00
HVAC	\$7,995.00
Electric	\$13,325.00
Total	\$136,381.00

SUBCONTRACTORS

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

Portion of Work: HVAC

Name: **Air-O-Dynamics Engineering & A/C**

Address: **601 N. Congress Avenue #205, Delray Beach, FL 33445**

Portion of Work: **Plumbing**

Name: **Guaranteed Plumbing**

Address: **8291 Bermuda Sound Way, Boynton Beach, FL 33436**

Portion of Work: **Electric**

Name: **J. Crompton Electric**

Address: **1799 7th Avenue North, Lake Worth, FL 33461**

BIDDER

The name of the Bidder submitting this Bid is: **McTeague Construction Co., Inc.**

Doing business at **624 SE Central Parkway**

City **Stuart** State **Florida** Zip **34994**

Telephone No. **(772) 286-6100** **(772) 286-7130 Fax**

This address is where all communications concerning this Bid shall be sent.

The names of the principal officers of the Corporation submitting this Bid, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:

Name	Title
<u>Michael H. McTeague</u>	<u>President</u>

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 5th day of May, 2009.

(SEAL)

Name of Corporation

By: 

Title: Michael H. McTeague, President

Attest: 
Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 2009.

Signature of Bidder _____

Title _____

Executed in 1 Counterpart

FLORIDA BID BOND

BOND NO. N/A

AMOUNT \$ 5% of Amount Bid

KNOW ALL MEN BY THESE PRESENTS, that
McTeague Construction Co., Inc., 624 SE Central Pkwy., Stuart, FL 34994, hereinafter called the
PRINCIPAL, and The Hanover Insurance Company, a corporation, duly
organized under the laws of the State of New Hampshire having its principal place of business at
1000 Abernathy Road, NE #175, Atlanta, GA 30328 in the State of Georgia and
authorized to do business in the State of Florida, as SURETY, are held firmly bound unto the City of Key West *
hereinafter called the Oblige, in the sum of Five Percent of Amount Bid
DOLLARS (\$ 5%) for the payment for which we bind ourselves, our
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents..

THE CONDITION OF THIS BOND IS SUCH THAT:

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

DOCKMASTER OFFICE CONSTRUCTION - THOMPSON FISH HOUSE said Bid, by
reference thereto, being hereby made a part hereof.

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

DOCKMASTER OFFICE CONSTRUCTION - THOMPSON FISH HOUSE

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

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within
five (5) working days after written notice of such acceptance, enters into a written Contract with
the OBLIGEE then this obligation shall be void; otherwise the sum herein stated shall be due and
payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon

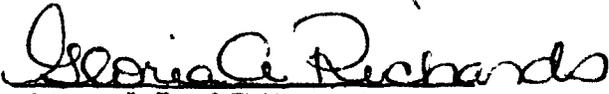
demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said principal.

Signed and sealed this 6th day of May 2009.

McTeague Construction Co., Inc.
PRINCIPAL

By 

The Hanover Insurance Company
SURETY


Attorney-In-Fact & FL Licensed Resident Agent
Gloria A. Richards (407) 786-7770

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Leslie M. Donahue, Kim E. Niv, Jeffrey W. Reich, J. Gregory MacKenzie, Susan L. Reich, Teresa L. Durham, Patricia L. Slaughter, Don Bramlage, Gloria A. Richards and/or Lisa Roseland

of Maitland, FL and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:
Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 2nd day of February 2009.



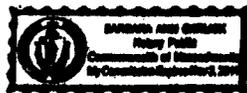
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Mary Jeanne Anderson
Mary Jeanne Anderson, Vice President

Robert K. Grennan
Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 2nd day of February 2009, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Harlick
Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 6th day of May, 2009.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Stephen L. Brant
Stephen L. Brant, Assistant Vice President

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

PROJECT IB #09-012: DOCKMASTER OFFICE CONSTRUCTION - THOMPSON FISH HOUSE

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

1. This sworn statement is submitted with Bid, Bid or Contract No. 09-012 for
Dockmaster Office Construction - Thompson Fish House

2. This sworn statement is submitted by McTeague Construction Co., Inc.
(Name of entity submitting sworn statement)

whose business address is 624 SE Central Parkway, Stuart, FL 34994

and (if applicable) its Federal
Employer Identification Number (FEIN) is 59-2969229 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)

3. My name is and my relationship to Michael H. McTeague
(Please print name of individual signing)

the entity named above is, President.

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

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

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

1. A predecessor or successor of a person convicted of a public entity crime: or

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural

person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no 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.)


Michael H. McTeague, President

May 5, 2009
(Date)

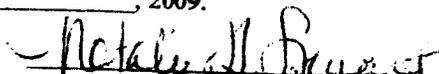
STATE OF Florida

COUNTY OF Martin

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
Michael H. McTeague who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this 5th day of May, 2009.

My commission expires: August 20, 2012


NOTARY PUBLIC

NOTARY PUBLIC-STATE OF FLORIDA
Natalie H. Stewart
Commission # DD803260
Expires: AUG. 20, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

ANTI-KICKBACK AFFIDAVIT

PROJECT IB #09-012: DOCKMASTER OFFICE CONSTRUCTION - THOMPSON FISH HOUSE

STATE OF FLORIDA)
: SS
COUNTY OF MONROE)

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: [Signature]
Michael H. McTeague, President

Sworn and subscribed before me this

5th day of May, 2009.

[Signature]
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 8/20/2012

NOTARY PUBLIC STATE OF FLORIDA
Natalie H. Stewart
Commission # DD803260
Expires: AUG. 20, 2012
FOUNDED THROUGH ATLANTIC BONDING CO., INC.



McTeague Construction Co., Inc.

McTeague Construction - Project References

Project: FAU T.V Department
Owner: Florida Atlantic University
Phone #: (561) 367-3141
Architect: Wolfberg - Alvarez & Assoc.
Description: New Construction
Contract Amnt: \$1,500,000.00

Address: Glades Road, Boca Raton, FL
Address: Glades Road, Boca Raton, FL
Contact: Richard Becker
Address: Miami, FL
Comp. Date: June 1995
Contract #: BR-634

Project: First Federal Westward Br.
Owner: First Federal
Phone #: 800-228-0058
Architect: Smith & Moore Architects
Description: New Construction
Contract Amnt: \$350,000.00

Address: Okeechobee Blvd., W.P.B., FL
Address: West Palm Beach, FL
Contact: Greg Gryczan
Address: West Palm Beach, FL
Comp. Date: March 1996

Project: IBM
Owner: IBM Corporation
Phone #:
Description: New Construction
Contract Amnt: \$2,000,000.00

Address: Yamato Road, Boca Raton, FL
Address: Boca Raton/ New York
Contact: Rick Lagasse
Comp. Date: December 1998

Project: Belvedere Elementary School
Owner: School District of Palm Beach
Phone #: (561) 278-4300
Architect: Thaddeus Cohen
Description: New Construction
Contract Amnt: \$2,500,000.00

Address: Lake Ave., West Palm Beach, FL
Contact:
Address: Delray Beach, FL
Comp. Date: July 1997
Contract #: 0531-8767

Project: Palm Beach Community College
Owner: Palm Beach Community College
Phone #: (561) 438-8238
Architect: Jones & Song
Description: Cooling Tower Replacement
Contract Amnt: \$195,000.00

Address: West Palm Beach, FL
Contact: John Wasukanis
Address: West Palm Beach, FL
Comp. Date: August 1997
Contract #: 26.1

Project: John Prince Park
Owner: Palm Beach County
Phone #: (561) 233-0200
Architect: The Tamara Peacock Company
Description: New Construction
Contract Amnt: \$537,368.00
Final Contract Amount: \$618,690

Address: 6th Avenue, Lake Worth, FL
Address: West Palm Beach, FL
Contact: Tim Lynch
Address: Fort Lauderdale, FL
Comp. Date: March 2001
Contract #: 972462

Project: Loxahatchee Preserve Pavilion	Address: 8535 Northlake Blvd., West Palm Beach, FL.
Owner: The City of West Palm Beach	Address: West Palm Beach, FL
Phone #: (561) 659-8040	Contact: Isaac Kovner
Architect: Gee & Jensen Engineers, Architects, & Planners, Inc.	Address: West Palm Beach, FL
Description: New Construction	Comp. Date: October 2001
Contract Amnt: \$1,070,094	Contract #: 95-23(U)REBID
Final Contract Amount: \$1,259,776	
Project: Fire Station #56	Address: 12245 Glades Rd., Boca Raton
Owner: Palm Beach County	Address: West Palm Beach, FL
Phone: (561) 233-0258	Contact: Frank Couis
Architect: Song & Associates	Address: West Palm Beach, FL
Description: New Construction	Comp. Date: May 2002
Contract Amnt: \$1,384,000	Contract #: 97242
Final Contract Amount: \$1,431,854	
Project: Hillsboro/ El Rio Park	Address: 400 SW 18 th Street, Boca Raton, FL
Owner: The City of Boca Raton	Address: 2500 NW 1 st Ave. Boca Raton
Phone: (561) 416-3413	Contact: Mike Fichera
Architect: Anderson Architecture	Address: Boca Raton, FL
Description: New Construction	Comp. Date: December 2001
Contract Amnt: \$1,248,369	Contract #: 2000-081
Final Contract Amount: \$1,270,653	
Project: Digital Cath. Lab	Address: 7305 Military Trail
Owner: VA Medical Center	Address: West Palm Beach, FL 33409
Phone: (561) 882-6508	Address: 7305 Military Trail
Architect: EM Tec Corporation	Address: West Palm Beach, FL 33409
Description: Interior Renovation/ Build out	Contact: Sue Byrne
Contract Amnt: \$289,370	Address: 137 Madeira Ave., Coral Gables
Final Contract Amount: \$284,219	Comp. Date: June 2002
	Contract #: V548C - 032
Project: Jupiter Branch Library Expansion	Address: 705 Military Trail, Jupiter, FL
Owner: Palm Beach County	Address: West Palm Beach, FL
Phone: (561) 233-0273	Contact: Tom Wagner
Description: Addition/ Remodel	Comp. Date: June 2003
Contract Amnt: \$2,294,000	Contract #: 00221
Final Contract Amount: \$2,294,000	
Project: Fire Station #38	Address: 5395 Purdy Lane, Lake Worth, FL
Owner: Palm Beach County Fire Rescue	Address: West Palm Beach, FL
Phone: (561) 358-4266	Contact: Gary Cook
Architect: Stephen Boruff AIA	Address: West Palm Beach, FL
Description: New Construction	Comp. Date: April 2007
Contract Amnt: \$1,356,000	Contract #: 04203
Final Contract Amount: \$1,356,000	

Project: Fire Station #48
Owner: Palm Beach County Fire Rescue
Phone: (561) 358-4266
Architect: Stephen Boruff AIA
Description: New Construction
Contract Amnt: \$1,400,000
Final Contract Amount: \$1,400,000

Address: 8560 Hypooluxo Road, Boynton Beach
Address: West Palm Beach, FL
Contact: Gary Cook
Address: West Palm Beach, FL
Comp. Date: April 2007
Contract #: 04203

Project: Fire Station #44
Owner: Palm Beach County Fire Rescue
Phone: (561) 233-0900
Architect: Stephen Boruff AIA
Description: New Construction
Contract Amnt: \$1,856,000
Final Contract Amount: \$1,856,000

Address: 6670 Flavor Pict Road, Boynton Beach, FI
Address: West Palm Beach, FL
Contact: Tom Wenham
Address: West Palm Beach, FL
Comp. Date: September 2008
Contract #: 05233

Project: Tiara - Phase III
Owner: Tiara Condominium
Phone: (561) 748-3040
Architect: Borglund Tyson, AIA
Description: Extensive Renovation
Contract Amnt: \$7,800,000
Final Contract Amount: \$8,350,000

Address: 3000 Ocean Drive, Singer Island, FL
Address: 3000 Ocean Drive, Singer Island, FL
Contact: Joe Gaudet
Address: Jupiter, FL
Comp. Date: February 2009
Contract #:

McTeague Construction Co., Inc.

C# 3895784

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L08080601568

DATE	BATCH NUMBER	LICENSE NBR
08/06/2008	080002338	CBC017941

The BUILDING CONTRACTOR
named below IS CERTIFIED
under the provisions of Chapter 485, FS.
Expiration date: AUG 31, 2010

MCTEAGUE, MICHAEL H
MCTEAGUE CONSTRUCTION CO INC
624 SE CENTRAL PARKWAY
STUART FL 34994

CHARLIE CRIST
GOVERNOR

CHARLES W. DRAGO
SECRETARY

DISPLAY AS REQUIRED BY LAW

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

BID

To: The City of Key West
Address: 525 Angela Street, Key West, Florida 33040
Project Title: DOCKMASTER OFFICE CONSTRUCTION - THOMPSON FISH HOUSE
Project: IB #09-012

BIDDER'S INFORMATION

Name: Morse Builders Inc
Address: PO Box 5889
Key West Florida, 33095

Contact Name: Roger Morse
Email: morsebuildersinc@bellsouth.net
Telephone: 305 294-0811
Fax: 305 294-0811

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

BID FORM

IB #09-012: DOCKMASTER OFFICE CONSTRUCTION - THOMPSON FISH HOUSE

LUMP SUM BID PRICE

\$ 17,509

Bid Total in Words

One hundred fifty one thousand five hundred
and nine dollars

BID BREAKDOWN

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

Morse Builders Inc
 Estimate Thompsons Fish House

Item Description	material	labor	subcontract		Total cost
plumbing	3800	3500	0	0	7300
Electrical	8750	8880	0	0	17630
Airconditining	2870	4330	0	0	7200
Holding Tank	6000	0	0	0	6000
Carpentry	2599	7200	0	0	9799
Walls	2000	3800	0	0	5800
Ada Ramp	800	2400	0	0	3200
Counter tops	2500	0	0	0	2500
Retail counter	3700	0	0	0	3700
Clear t floor bath	3500	0	0	0	3500
Drywall	1500	3400	0	0	4900
Prime and Paint	620	3200	0	0	3820
Interior doors	2400	2500	0	0	4900
Anderson Doors	3500	3200	0	0	6700
Door 6	3200	0	0	0	3200
Ceilings cypress	3140	4120	0	0	7260
Walls loft	3200	3970	0	0	7170
closets and shelves	300	2500	0	0	2800
Flooring	2500	5000	0	0	7500
Windows	5980	5000	0	0	10980
Insulation	1400	0	0	0	1400
garage doors	1890	4500	0	0	6390
job conditions	0	0	8000	0	8000
cement work	560	4500			5060
Roofing	1200	3600			4800
Total	67909	75600	8000	0	151509

May 2, 2009
Thompson's Fish House

Experience factor

City of Key West

This is our 20th year of doing business as Morse Builders Inc. We have done a large amount of work in that period. We are currently working on a \$250000 house renovation. We just completed a large bathroom renovation at a local guest house. We do window installations often as source of income. We recently completed the bathroom addition on El Siboney. We completed a home on Coral Ave on Sugarloaf. We are building a home on Big Coppitt which is CBS construction. We did an addition on 19th Terrace using extensive cypress walls and ceilings. Please be free to contact us if there are any more questions
Morse Builders Inc

SUBCONTRACTORS

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

Portion of Work: Plumbing
Name: Hskins Plumbing
Address: _____

Portion of Work: Electric
Name: Jim Schbiel Electric
Address: _____

Portion of Work: Air Conditioning
Name: Currys AC
Address: _____

BIDDER

The name of the Bidder submitting this Bid is: Mase Builders Inc.
Doing business at PO Box 5589
City Key West State FL Zip 33045
Telephone No. 305--294-0811

This address is where all communications concerning this Bid shall be sent.

The names of the principal officers of the Corporation submitting this Bid, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:

Name	Title
<u>Roger Marse</u>	<u>President</u>
<u>Martha Marse</u>	<u>Treasurer</u>
_____	_____

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 _____ day of _____, 2009.

(SEAL)

Name of Corporation

By: Roger Marse

Title: President

Attest: _____

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 2009.

Signature of Bidder _____

Title _____

FLORIDA BID BOND

BOND NO. _____

AMOUNT \$ #75,76⁰⁰

KNOW ALL MEN BY THESE PRESENTS, that

Key West City of, hereinafter called the

PRINCIPAL, and Morse Builders Inc, a corporation duly organized under the laws of the State of FL having its principal place of business at

#4 Agua Marina Dr in the State of Florida and

authorized to do business in the State of Florida, as SURETY, are held firmly bound unto hereinafter called the Obligee, in the sum of 7576⁰⁰ seventy five hundred seventy six DOLLARS. (\$ 7576⁰⁰) for the payment for which we bind ourselves, our

heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents..

THE CONDITION OF THIS BOND IS SUCH THAT:

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

DOCKMASTER OFFICE CONSTRUCTION - THOMPSON FISH HOUSE said Bid, by reference thereto, being hereby made a part hereof.

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

DOCKMASTER OFFICE CONSTRUCTION - THOMPSON FISH HOUSE

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

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within five (5) working days after written notice of such acceptance, enters into a written Contract with the OBLIGEE then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon

demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said principal.

Signed and sealed this _____ day of, _____ 2009.

PRINCIPAL

By _____

NA

- Cashers Check

SURETY

Attorney-In-Fact

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

PROJECT IB #09-012: DOCKMASTER OFFICE CONSTRUCTION - THOMPSON FISH HOUSE

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

1. This sworn statement is submitted with Bid, Bid or Contract No. 09-012 for Dockmaster Office Construction - Thompson Fishhouse
2. This sworn statement is submitted by Moxe Builders Inc.
(Name of entity submitting sworn statement)
whose business address is PO Box 5889 Key West Florida 33045 and (if applicable) its Federal Employer Identification Number (FEIN) is 65023256 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)
3. My name is Roger Morse and my relationship to
(Please print name of individual signing)
the entity named above is Owner - President
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural

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

BID

COPY

To: The City of Key West
Address: 525 Angela Street, Key West, Florida 33040
Project Title: DOCKMASTER OFFICE CONSTRUCTION - THOMPSON FISH HOUSE
Project: IB #09-012

BIDDER'S INFORMATION

Name: D.L. Porter Constructors, Inc.
Address: 6574 Palmer Park Circle
Sarasota, FL 34238
Contact Name: C. Marshall White
Email: mwhite@dlporter.com
Telephone: 941-929-9400
Fax: 941-929-9500

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

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

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he/she will, within ten (10) calendar days after Notice of Award, sign the Contract, 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 equipment, materials, and labor 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 the date of the Notice to Proceed. The following contract deadlines will go into affect once the Notice to Proceed is issued:

- Within 30 calendar days, all permit applications must be completed and submitted
- Once permits are issued by Federal, State, and Local departments, 60 calendar days to complete the project.

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 two hundred fifty dollars (\$250.00) per day for all work awarded under this contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. _____
(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued

are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

PUBLIC ENTITY CRIMES

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

LUMP SUM BASE BID

The Bidder agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the following lump sum. The Bidder agrees that the lump sum price represents a true measure of the design, labor, materials, and equipment required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. The bid will be awarded on total bid amount. Final lump sum payments will be adjusted based on actual units and unit prices. A schedule of values shall be submitted with the bid.

BID FORM

IB #09-012: DOCKMASTER OFFICE CONSTRUCTION - THOMPSON FISH HOUSE

LUMP SUM BID PRICE

\$ 178,466.00*

Bid Total in Words

One Hundred Seventy-Eight Thousand Four Hundred Sixty-Six

and 00/100 Dollars

BID BREAKDOWN

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

* Our proposal includes 500 gal. underground sewer holding tank work as shown on A-1.

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

Thompson Fish House Dockmaster's Office

06/2009

	<u>ITEM</u>	<u>SCH. VALUES</u>
Div 1	GENERAL CONDITIONS	\$26,642
Div 2	SITE WORK-DEMOLITION	\$0
Div 3	CONCRETE	\$3,593
Div 4	MASONRY	\$0
Div 5	STRUCTURAL STEEL & METALS	\$1,018
Div 6	WOOD & PLASTICS	\$43,244
Div 7	ROOFING & INSULATION	\$3,016
Div 8	DOORS & WINDOWS	\$20,718
Div 9	FINISHES	\$22,008
Div 10	SPECIALTIES	\$1,592
Div 11	EQUIPMENT	\$0
Div 12	FURNISHINGS	\$0
Div 13	SPECIAL CONSTRUCTION	\$0
Div 14	CONVEYING SYSTEMS	\$0
Div 15	MECHANICAL	\$29,294
Div 16	ELECTRICAL	\$27,342
	SUBTOTAL	\$273,424

SUBCONTRACTORS

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

Portion of Work: Carpentry

Name: D.L. Porter Constructors, Inc.

Address: _____

Portion of Work: Electrical

Name: Nearshore Electric

Address: _____

Portion of Work: Plumbing

Name: Gary's Plumbing

Address: _____

BIDDER

The name of the Bidder submitting this Bid is: D.L. Porter Constructors, Inc.

Doing business at 6574 Palmer Park Circle

City Sarasota State FL Zip 34238

Telephone No. 941-929-9400

This address is where all communications concerning this Bid shall be sent.

The names of the principal officers of the Corporation submitting this Bid, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:

Name	Title
Gary A. Loer	President
C. Marshall White	Vice President
Paulette Jewell	Secretary

If Corporation

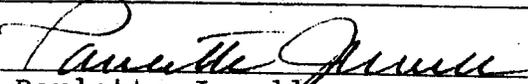
IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 6th day of May, 2009.

(SEAL)

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

By: 
C. Marshall White

Title: Vice President

Attest: 
Paulette Jewell
Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 2009.

Signature of Bidder _____

Title _____

FLORIDA BID BOND

BOND NO. N/A

AMOUNT \$ 5% of Amt Bid

KNOW ALL MEN BY THESE PRESENTS, that

D.L. Porter Constructors, Inc., hereinafter called the PRINCIPAL, and Safeco Insurance Company of America, a corporation duly

organized under the laws of the State of WA having its principal place of business at 2055 Sugarloaf Circle, City of Duluth in the State of Georgia and

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

DOLLARS (\$ 5% of Amount Bid) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.. * City of Key West

THE CONDITION OF THIS BOND IS SUCH THAT:

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

DOCKMASTER OFFICE CONSTRUCTION - THOMPSON FISH HOUSE said Bid, by reference thereto, being hereby made a part hereof.

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

DOCKMASTER OFFICE CONSTRUCTION - THOMPSON FISH HOUSE IB No: 09-012

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

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within five (5) working days after written notice of such acceptance, enters into a written Contract with the OBLIGEE then this obligation shall be void: otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon

demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said principal.

Signed and sealed this 6th day of, May 2009.

D.L. Porter Constructors, Inc.

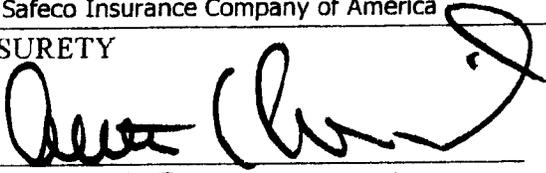
PRINCIPAL



By C. Marshall White, VP

Safeco Insurance Company of America

SURETY



Attorney-In-Fact Anett Cardinale
FL Licensed Resident Agent

Inquiries 813-281-2095



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

No. 10171

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****NELA BARNOLA; ANETT CARDINALE; DAVID H. CARR; JAMES W. DUNN; MARGARET A. GINEM; M. L. GRAY; CAROL H. HERMES; LINDA HORN; KEVIN F. MCGRATH; DENISE TAYLOR; Tampa Bay, Florida*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of March 2009

Dexter R. Legg

TAMIKOLAJEWSKI

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 6th day of May 2009



Dexter R. Legg

Dexter R. Legg, Secretary

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

PROJECT IB #09-012: DOCKMASTER OFFICE CONSTRUCTION - THOMPSON FISH HOUSE

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

1. This sworn statement is submitted with Bid, Bid or Contract No. IB #09-012 for The City of Key West

2. This sworn statement is submitted by D.L. Porter Constructors, Inc.
(Name of entity submitting sworn statement)
whose business address is 6574 Palmer Park Circle, Sarasota, FL
34238 and (if applicable) its Federal
Employer Identification Number (FEIN) is 65-0848440 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)

3. My name is C. Marshall White and my relationship to
(Please print name of individual signing)
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 entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural

person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

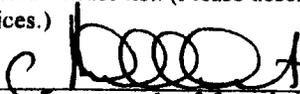
Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July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

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no 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, VP

May 6, 2009
(Date)

STATE OF FLORIDA

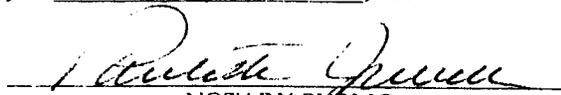
COUNTY OF SARASOTA

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

space provided above on this 6th day of May, 2009.

My commission expires:



NOTARY PUBLIC



ANTI-KICKBACK AFFIDAVIT

PROJECT IB #09-012: DOCKMASTER OFFICE CONSTRUCTION - THOMPSON FISH HOUSE

STATE OF FLORIDA)
SARASOTA : SS
COUNTY OF ~~MONROE~~)

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.

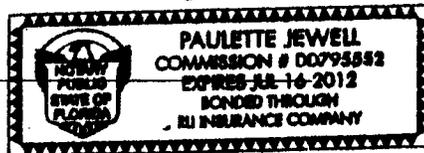
By: 
C. Marshall White

Sworn and subscribed before me this

6th day of May, 2009.


NOTARY PUBLIC, State of Florida at Large

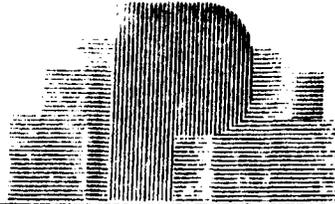
My Commission Expires: _____



DOCKMASTER OFFICE CONSTRUCTION
THOMPSON FISH HOUSE: IB NO: 00 012

List at least five (5) current or recent projects of similar work.

PROJECT	Contract Amount	Date Completed	Reference Contact
Retail Store Expansion 201 William St. Key West, FL 33040	\$ 122,796.00	4/17/09	Doug Bradshaw City of Key West 305-809-3792
Inez Martin Child Care Facility 1100 Varela St. Key West, FL 33040	\$ 1,025,174.00	3/25/08	Bert Bender Bender & Associates 305-296-1347
Dewey House Deck & Pier Restoration 504 South St. Key West, FL 33040	\$ 190,010.00	Mar. 08	Matt Babich Southernmost Hotels 305-296-6577
Santa Maria Restaurant Renovation 1401 Simonton St. Key West, FL 33040	\$ 904,250.00	10/3/07	Jose Gonzalez Gonzalez Architects 912-201-9888
Gingerbread Wing at Southernmost 1319 Duval St. Key West, FL 33040	\$ 527,127.00	Jan. 06	Matt Babich Southernmost Hotels 305-296-6577



D.L. PORTER CONSTRUCTORS, INC.

**The following pages represent a reference list of
projects, Owners, and Architects by category type, that
were built by**

D.L. Porter Constructors, Inc.

And

D.L. Porter Construction, Inc.

In the past five (5) years

RETAIL-COMMERCIAL-RESTAURANT

<u>PROJECT</u>	<u>OWNER-ARCHITECT</u>
<u>Annabelle's Interior Fit-up (0217)</u> * Sarasota, FL (\$126,638)	Morton's Plaza Ltd. Sarasota, FL
<u>CarMax Car Buying Center (0705)</u> * Sarasota, FL (\$307,260)	CarMax Auto Superstores, Inc. POH Architects Alpharetta, GA
<u>Fred's Ballroom/Restaurant (0515)</u> * Bradenton, FL (\$3,789,000)	Mango Development Group, Inc. Sarasota, FL Hoyt Architects Sarasota, FL
<u>Morton's Gourmet Market (0516)</u> * Lakewood Ranch, FL (\$2,679,355)	Mango Development Group, Inc. Sarasota, FL Architectureplus Int'l Inc. Tampa, FL
<u>Pirate's Soul Museum (0408)</u> * Key West, FL (\$1,648,022)	Sunset Ventures Michael B. Ingram Architect Key West, FL
<u>Robb & Stucky Outlet (Interior Fit-up)(0321)</u> * Bradenton, FL (\$97,710)	Robb & Stucky Ltd. Ft. Myers, FL
<u>Ron Jon Surf Shop (0517)</u> * Key West, FL (\$635,223)	Ron Jon New Store LLC Cocoa Beach, FL Gonzalez Architects Savannah, GA
<u>Rum Barrel Bar & Restaurant (0414)</u> * Key West, FL (\$1,924,213)	Rum Barrel LLC Haverford, PA Michael B. Ingram Architects Key West, FL
<u>Santa Maria Restaurant (0702)</u> * Key West, FL (\$904,250)	Santa Maria Resort Inc. Gonzalez Architects Savannah, GA

Sloppy Joe's Renovations (0410)

* Key West, FL (\$1,773,979)

Sloppy Joe's
William Sprague
Key West, FL

Sloppy Joe's Concrete Repair (0714)

* Key West, FL (\$109,260)

Sloppy Joe's
Bender & Associates
Key West, FL

Tasting Room / Renovation (0704)

* Sarasota, FL (\$97,600)

Griffin Holding Company IV, Inc.
Peter Hofmann Architect
Sarasota, FL

APARTMENTS / CONDOMINIUMS / HOTELS / MOTELS

<u>PROJECT</u>	<u>OWNER-ARCHITECT</u>
<u>Albury Court Apartment Renovations</u> (0506) * Key West, FL (\$1,735,627)	Albury Court, Inc. Key West, FL Bender & Associates Key West, FL
<u>CAT House Renovations at Casa Marina</u> (0610) * Key West, FL (\$2,306,683)	Casa Marina Owner LLC Gonzalez Architect Savannah, GA
<u>Dewey House Deck & Pier Restoration</u> (0609) * Key West, FL (\$190,010)	Southernmost Beach Motel Key West, FL Peter Pike Architect Key West, FL
<u>Gingerbread Wing @ Southernmost Hotel Renovations</u> (0508) * Key West, FL (\$456,000)	Southernmost Beach Motel LTD Partnership Bloomfield Hills, MI Peter Pike Architects Key West, FL
<u>LaMer Guesthouse Renovations</u> (0320) * Key West, FL (\$527,127)	Southernmost Beach Motel Partnership Peter Pike & Associates Architect
<u>Monroe County Affordable Housing</u> (0312) * Key West, FL (\$2,152,282)	Monroe County Housing Authority Key West, FL William P. Horn Architects
<u>Pearl's Rainbow Renovation Phase II</u> (0329) * Key West, FL (\$505,593)	Leslie Leonelli/Heather Carruthers Bender & Associates Architect Key West, FL
<u>Southernmost Bathroom Renovations</u> (44 rooms) (0607) * Key West, FL (\$1,377,000)	Southernmost Beach Motel Bloomfield Hills, MI Peter Pike & Assoc. Architect Key West, FL
<u>Southernmost Pier, Seawall & Dock</u> (0603) (Hurricane damage) * Key West, FL (\$126,100)	Southernmost Beach Motel Bloomfield Hills, MI Peter Pike & Assoc. Architect Key West, FL

Staybridge Suites Hotel (0424)
(104 units - 5 Story)

* Savannah, GA (\$8,187,713)

Savannah Hospitality Group, LLC
Jacksonville, FL
Gonzalez Architects
Savannah, GA

**Truman Hotel New Construction &
Renovation Phase I (0510)**

* Key West, FL (\$2,175,133)

Truman Hotel, Inc.
Key West, FL
William P. Horn Architects
Key West, FL

INSTITUTIONAL & EDUCATIONAL FACILITIES

<u>PROJECT</u>	<u>OWNER-ARCHITECT</u>
<u>Big Cypress Gymnasium</u> * Big Cypress, FL (\$410,000)	Seminole Indian Tribe of FL Hollywood, FL Griffin & Sanchez, Architect
<u>Brighton Gymnasium</u> * Brighton, FL (\$385,000)	Seminole Indian Tribe of FL Hollywood, FL Griffin & Sanchez
<u>Brookside Middle School Kitchen Addition & Renovations</u> * Sarasota, FL (\$768,063)	Sarasota County School Board Edward J. Seibert Sarasota, FL
<u>Charlotte County Courthouse</u> * Punta Gorda, FL (\$551,774)	Schmidt, Garden & Erikson Sarasota, FL
<u>Clewiston High Science Center</u> * Clewiston, FL (\$183,000)	Hendry County School Board Daimwood, Derryberry Casselberry, FL
<u>Crawl Key Fire Training Facility</u> (9601) * Marathon, FL (\$286,000)	Monroe County Brd of County Commissioners Key West, FL
<u>Curtis Fundamental Elem. School</u> * Clearwater, FL (\$362,505)	Anderson Parrish Assoc. St. Petersburg, FL
<u>The Douglass Band Room (0013)</u> * Key West, FL (\$437,270)	City of Key West Key West, FL Bender & Associates Architects Key West, FL
<u>Englewood Water District</u> * Englewood, FL (\$165,800)	Englewood Water District CH2M Hill Deerfield Beach, FL
<u>Florida Keys Aqueduct Authority</u> Customer Service Bldg (9106) * Tavernier, FL (\$84,628)	FCAA Engineering Dept. Marathon, FL

Florida Keys Aqueduct Authority
City Water Treatment Plant (9319)

FKAA Engineering Dept.
Marathon, FL

* Florida City, FL (\$660,000)

FL Keys Community College (0223)
Marine Public Safety Annex

Florida Keys Community College
Bender & Associates Architects
Key West, FL

* Key West, FL (\$410,952)

FL Keys Community College (9513)
Chiller Building

Florida Keys Community College
Brown & Root Building Co.
Key West, FL

* Key West, FL (\$224,500)

FL Keys Community College (9603)
General Works Building

Florida Keys Community College
Brown & Root Building Co.
Key West, FL

* Key West, FL (\$232,935)

FL Keys Community College (0509)
TN Williams Lobby Expansion

Florida Keys Community College
B.W. Sprague
Key West, FL

* Key West, FL (\$700,000)

FL Keys Community College (0415)
TN Williams Lobby Restrooms

Florida Keys Community College
Bender & Associates
Key West, FL

* Key West, FL (\$260,000)

Inez Martin Child Care Facility
(0711)

Wesley House Family Services
Key West, FL
Bender & Associates
Key West, FL

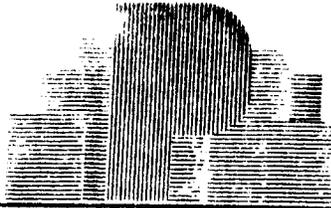
* Key West, FL (\$1,025,174)

GOVERNMENT

<u>PROJECT</u>	<u>OWNER-ARCHITECT</u>
<u>Department of Homeland Security (0507)</u> * Key West, FL (\$2,545,711)	Key West GSA, LLC Tampa, FL RMJ Architects Tampa, FL
<u>FL Keys Mosquito Control Hangar (0605)</u> * Key West, FL (\$7,545,222)	FL Keys Mosquito Control District Thomas E. Pope, P.A. Key West, FL
<u>Key West International Airport (0402)</u> <u>Hangar Development, Taxiways & Aprons</u> * Key West, FL (\$3,431,000)	Monroe County Board of Cty Commissioners Key West, FL URS Corporation Miami, FL
<u>Monroe County Public Service Facility</u> <u>Asbestos Abatement Demolition (0325)</u> * Key West, FL (\$429,339)	Monroe County Brd of Cty Commissioners Key West, FL
<u>Old Mariner's Hospital Renovation (0316)</u> <u>Plantation Key Sheriff's Substation</u> * Key West, FL (\$3,015,400)	Monroe County Brd of Cty Commissioners Bender & Associates Architect Key West, FL
<u>Retail Store Expansion (0810)</u> 201 William St. * Key West, FL (\$122,796)	City of Key West Key West, FL Peter Pike Architect Key West, FL

MISCELLANEOUS PROJECTS

<u>PROJECT</u>	<u>OWNER-ARCHITECT</u>
<u>Beneva Dental (0602)</u> * Sarasota, FL (\$405,134)	B & M Jimenez Properties LLC Sarasota, FL ADP Architects Sarasota, FL
<u>Boy Scouts Of America Counselor Addition (0426)</u> * Summerland Key, FL (\$1,115,000)	Boy Scouts of America Irving, TX Edward Ghezzi Architect Miami, FL
<u>Department of Homeland Security (0507)</u> * Key West, FL (\$2,545,711)	Key West GSA, LLC Tampa, FL RMJ Architects Tampa, FL
<u>FL Keys Mosquito Control Hangar (0605)</u> * Key West, FL (\$7,545,222)	FL Keys Mosquito Control District Thomas E. Pope, P.A. Key West, FL
<u>Key West International Airport (0402) Hangar Development, Taxiways & Aprons</u> * Key West, FL (\$3,431,000)	Monroe County Board of Cty Commissioners Key West, FL URS Corporation Miami, FL
<u>Monroe County Public Service Facility Asbestos Abatement Demolition (0325)</u> * Key West, FL (\$429,339)	Monroe County Brd of Cty Commissioners Key West, FL
<u>Old Mariner's Hospital Renovation (0316) Plantation Key Sheriff's Substation</u> * Key West, FL (\$3,015,400)	Monroe County Brd of Cty Commissioners Bender & Associates Architect Key West, FL
<u>Retail Store Expansion (0810)</u> 201 William St. * Key West, FL (\$122,796)	City of Key West Key West, FL Peter Pike Architect Key West, FL
<u>Wieder Dental Office Building (0317)</u> * Sarasota, FL (\$1,116,393)	Dr. Steven Wieder Sarasota, FL DSDG, Inc., Architect Sarasota, FL



D.L. PORTER CONSTRUCTORS, INC.

May 5, 2009

City of Key West
525 Angela St.
Key West, FL 33040

RE: IB #09-012 -- Dockmaster Office Construction -- Thompson Fish House

Gentlemen:

This letter shall serve as D.L. Porter Constructors Inc.'s statement that we have no legal action within the past five (5) years with the City of Key West.

Sincerely,

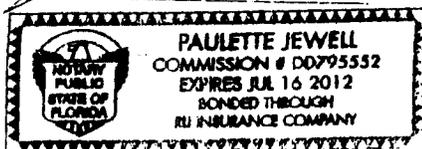
D.L. PORTER CONSTRUCTORS, INC.

C. Marshall White
Vice President

CMW/pj

STATE OF FLORIDA
COUNTY OF SARASOTA

Sworn before me this 5th day of May 2009.

Notary Public

3877723

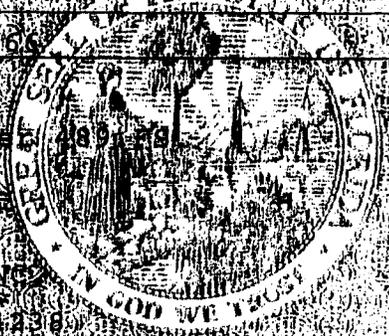
STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATIONS
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L08072800632

DATE	BATCH NUMBER	LICENSE NUMBER
08/01/08	080051455	CCCA51066

GENERAL CONTRACTOR
 as defined below is CERTIFIED
 under the provisions of Chapter 489, F.S.
 expiration date: AUG 31, 2010



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

CHARLIE CREST
 GOVERNOR

CHUCK DRAGO
 INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW

**2008 / 2009
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2009**

RECEIPT# 30140-60602

Corp. Name: D L PORTER CONSTRUCTORS INC
Owner Name: LOER GARY A QUAL
Mailing Address: 6574 PALMER PARK CIRCLE
SARASOTA, FL 34238

Business Location: MO CTY
KEY WEST, FL 33040
Business Phone: 941-929-9400
Business Type: CONTRACTORS (GENERAL
CONTRACTOR CGC051066)

Rooms: 0 Seats: 0 Employees: 20 Machines: 0/0 Stalls: 0

STATE LICENSE: CGCA51066 EXP 8-31-2010

Number of Machines:

For Vending Business Only

Vending Type:

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

PAID-118-07-00008928 08/29/2008 50.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

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

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

MONROE COUNTY BUSINESS TAX RECEIPT

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. Ctl nbr . . : 4032
Location addr . . : 6574 PALMER PARK CIR
Lic Nbr/Class . . : 09 00004037 CONTRACTOR - CERT GENERAL CONTRACTOR
Issue date . . . : 9/04/08 Expiration date . . : 9/30/09
Lic Fee : 295.00
Penalty : .00
Total : 295.00

This document must be prominently displayed.

D.L. PORTER CONSTRUCTORS, INC.
6574 PALMER PARK CIR
SARASOTA FL 34238

Oper: CHALKER
Date: 9/04/08 51 Receipt no: 111124
LO: [unclear] ALLEN \$295.00
total payment \$295.00

ACCORD CERTIFICATE OF LIABILITY INSURANCE

OP 10 01
DLPOR-L 01/04/79

PRODUCER
 Bonchard Clearwater
 01 Stalcrest Drive
 PO Box 6090
 Clearwater FL 33758-6090
 727-447-6481 Fax: 727-449-1267

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

SURETY
 D L Porter Constructors, Inc.
 6574 Palmer Park Circle
 Sarasota FL 34238-2777

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	FCCI Insurance Co	10178
INSURER B	Amerisure Companies	09088
INSURER C		
INSURER D		
INSURER E		

COVERAGES
 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

ADD'L INSRO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL2059363 10 DAY CANC FOR NONPAY	01/09/09	01/09/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 300,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA2059361 10 DAY CANC FOR NONPAY	01/09/09	01/09/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$	CU2059365	01/09/09	01/09/10	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	\$ \$ \$ \$ \$
	EMPLOYERS COMPENSATION AND EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED? describe under SPECIAL PROVISIONS below	40266 10 DAY CANC FOR NONPAY	01/01/09	01/01/10	EACH OCCURRENCE AGGREGATE 10 DAY CANC FOR NONPAY <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	\$ 10,000,000 \$ 10,000,000 \$ \$ \$
					E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 500000 \$ 500000 \$ 500000

IN OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CITYKEY
 CITY OF KEY WEST
 LICENSING DIVISION
 4 SIMONTON STREET
 PO BOX 1409
 KEY WEST FL 34206-1000

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
