

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

PROPOSAL FORM

To: The City of Key West
Address: 1300 White Street, Key West, Florida 33040
Project Title: **ITB # 21-012, MOLE PIER BOAT WASH FACILITY**

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

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

Contact Name & Telephone #: Gary A Loer, President (941) 929-9400

Email Address: garyloer@dlporter.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION

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

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees complete the project, in all respects within 90 calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$250.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2, _____,

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

SALES AND USE TAXES

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

LUMP SUM

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



THE CITY OF KEY WEST

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

ADDENDUM NO. 1

Mole Pier Boat Wash Facility ITB#21-012

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

To date, there have been two questions regarding the pre-bid meeting for this project:

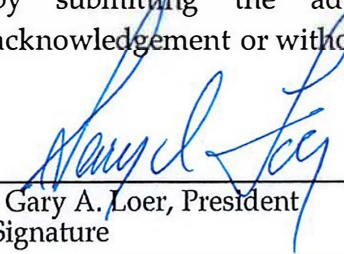
1. Is the pre-bid meeting mandatory?

Response: The pre-bid meeting is not mandatory

2. Will there be an escorted site visit after the meeting at the City Manager's Conference Room?

Response: As the pre-bid meeting is not mandatory, a site visit will not be conducted, as it would not provide all bidders with the same information. If pictures or details of a particular part of the site are needed, please send requests to Ian McDowell, E.I., at cimcdowell@cityofkeywest-fl.gov. Photos of the site are subject to Navy approval and are not guaranteed.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. ¹/₁₆₂ with Attachment by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.



Gary A. Loer, President
Signature

¹/₁₆₂

D.L. Porter Constructors, Inc.

Name of Business



THE CITY OF KEY WEST

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

ADDENDUM NO. 2

Mole Pier Boat Wash Facility ITB#21-012

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

RFI:

1. Question:

The electrical panel schedule indicates that there are 2 sump pumps. The sump pumps are not shown on any drawings. Please provide their location and how they are started and stopped.

Response:

Please see sheet A1 for location of sump pumps. Cut sheets for the pumps are contained in the bid documents package (pages 146-150). Pumps utilize float controls as shown.

2. Question:

In the water separator pit is a diverter valve which diverts the water to the city sewer line when the washdown units are being used. There is nothing shown as to how this gets connected to the washdown units and if the washdown units have a set of contacts integral to the units for this operation.

Response: Correct. A diagram is not provided. The contractor will provide an electrical submittal that demonstrates the pumps will be powered such that the diverter valve will drain to the sewer connection during operation, as noted in the bid documents.

3. Question:

There is a note in Drawing EP1 regarding the new electric meter for the washdown facility being connected to the existing fuel stand meter. There is no information on what is required for this connection. Also, it is assumed that the fuel stand meter is located on the existing rack adjacent to the location of the new meter. Is this correct?

Response: The existing meter is on the existing rack adjacent to the proposed rack. Further information about the meter connection requires coordination that may not be possible in the time available, as this question was asked after the deadline. If new information becomes available, it will be uploaded in another addendum.



THE CITY OF KEY WEST

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

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There is a note in Drawing EP1 regarding the new electric meter for the washdown facility being connected to the existing fuel stand meter. There is no information on what is required for this connection. Also, it is assumed that the fuel stand meter is located on the existing rack adjacent to the location of the new meter. Is this correct?

Response: The existing meter is on the existing rack adjacent to the proposed rack. Further information about the meter connection requires coordination that may not be possible in the time available, as this question was asked after the deadline. If new information becomes available, it will be uploaded in another addendum.

4. **Question:**

The specs indicate that there is to be lighting at the corners of the washdown pad. The drawings indicate on one pole light. How many pole lights are required?

Response: The drawings are correct.

5. **Question:**

The cut sheets in the specs indicate a N3R panel. The drawings indicate N4X. Which is correct?

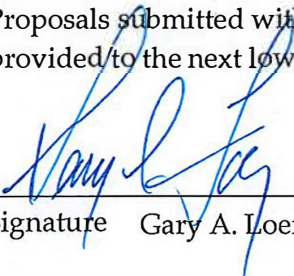
Response: N4X per the drawings is correct.

6. **Question:**

The drawings indicate that the electrical equipment is to be N4X. Is this stainless or something else? If stainless, is it 304, 316, or other?

Response: N4X is required but no sub-type of N4X (aluminum, 304, 316, etc.) is prescribed.

Prior to final award, the winning bidder shall acknowledge receipt and acceptance of all Addendums. Proposals submitted without acknowledgement may be considered non-responsive and the award will be provided to the next lowest responsive bidder that can acknowledge receipt of all Addendums.



Signature Gary A. Loer, President

D.L. Porter Constructors, Inc.

Name of Business

Bid Form ITB 21-012

City of Key West Project #: OM19001601

MOLE PIER BOAT WASH FACILITY

BASE BID:

Boat wash facility

\$ 536,313.00

Five hundred thirty-six thousand, three hundred and thirteen and 00/100th dollars

Amount written in words

BID ALTERNATE

Steel framed canopy with vinyl covering

\$ 38,145.00

Thirty-eight thousand, one hundred and forty-five and 00/100th dollars

Amount written in words

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

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

Sitework	\$44,438.00
Concrete	\$20,500.00

SUBCONTRACTORS

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

DAB Mechanical, Inc.

Name

1717 SW 1st Way, Suite 27 Deerfield Beach FL 33441

Street City State Zip

Florida Keys Electric

Name

5730 2nd Avenue Key West FL 33040

Street City State Zip

Name

Street City State Zip

Name

Street City State Zip

SURETY

Liberty Mutual Insurance Company whose address is
175 Berkely Street, Boston, MA, 02116
Street City State Zip
(913) 397-3695 Alliant Insurance Services, David Carr (Agent)
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is

D.L. Porter Constructors, Inc. doing business at
6574 Palmer Park Circle, Sarasota, FL, 34238
Street City State Zip

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

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

<u>Gary A Loer</u>	<u>President</u>
<u>Coleen Castagna</u>	<u>Corporate Secretary</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2021.

Signature of Bidder


Title

If Corporation

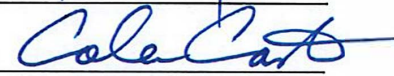
IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 21st day of April 2021.

(SEAL)

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

By 
Gary A. Lober

Title President

Attest 
Secretary, Coleen Castagna



Relevant Experience

D.L. Porter Constructors, Inc. has been an active General Contractor providing construction management services to the City of Key West since the early 1990's. During that time, we have executed multiple new builds, additions, and renovations of more than \$500 million within the city of Key West alone. **Above are two photos taken of the state-of-the-art car wash facility completed in Marathon Fl, which of course was a new build, completed out of CMU block. It has 4 wash bays, a new reclaim water system, overhead high-pressure wands and soap equipment. The surroundings received new pavement and minimal landscaping. In addition, below are photos of one of the new Smather's beach restroom facilities and also the new City of Key West Truman Waterfront Amphitheater both completed by DL Porter within the past 5 years.**

Completed Projects:

Florida Keys Marathon - Airport Rental Car Wash Facility 01/2020 - 06/2020	\$1,204,965.88
Smather's Beach Restroom Fit-Up 03/2017 – 01/2018	\$1,271,057.90
Key West Truman Waterfront Amphitheatre 03/2017 – 04/2018	\$3,547,199.26

Contacts:

- Joe Petzack – Site Inspector, McFarland Johnson AIA (305) 705-4871
- Beth Leto – Deputy Direct, Airport Finance Administration (305) 809-5239
- Terrence Justice – City of Key West Chief Building Department Official (305) 809-3943



FLORIDA BID BOND

BOND NO. N/A - Bid Bond

AMOUNT: \$ 5% of Amount Bid

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

6574 Palmer Park Circle, Sarasota, FL 34238

hereinafter called the PRINCIPAL, and Liberty Mutual Insurance Company

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

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

_____ in the State of Massachusetts,

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

City of Key West

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 present.

THE CONDITION OF THIS BOND IS SUCH THAT:

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

ITB # 21-012 MOLE PIER BOAT WASH FACILITY / said Bid, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for

the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the detailed Specifications, entitled:

ITB # 21-012 MOLE PIER BOAT WASH FACILITY

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

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

Signed and sealed this 15th day of April, 2021.

D.L. Porter Constructors, Inc.
PRINCIPAL

By: *[Signature]*
Gary A. Loer, President

STATE OF Florida)
: SS
COUNTY OF Sarasota)

Liberty Mutual Insurance Company
SURETY

By: *Margaret A. Ginem*
Margaret A. Ginem, Attorney-in-Fact &
Florida Licensed Resident Agent
Inquiries: 813 210-4412



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: 8201460-986973

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of June, 2019.



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

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

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 25th day of June, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania's Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of April, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

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

ANTI – KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) : SS
COUNTY OF SARASOTA)

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

By: *Gary A. Loer* D.L. Porter Constructors, Inc.
Gary A. Loer, President

Sworn and subscribed before me this 21st day of April, 2021.

NOTARY PUBLIC, State of Florida _____ at Large

Coleen Castagna
Coleen Castagna

My Commission Expires: March 1, 2025



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

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

1. This sworn statement is submitted with Bid or Bid for _____
ITB #21-012 City of Key West Project # OM19001601 Mole Pier Boat Wash Facility

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 Gary A. Loer
(Please print name of individual signing)

and my relationship to 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 or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

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

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

- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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

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

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

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

Gary A. Loer

(Signature) Gary A. Loer, President
April 21, 2021
(Date)

STATE OF FLORIDA

COUNTY OF SARASOTA

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

Gary A. Loer, President who, after first being sworn by me, affixed his/her
(Name of individual signing)

Signature in the space provided above on this 21 day of April, 2021.

My commission expires: March 1, 2025

Coleen Castagna

NOTARY PUBLIC Coleen Castagna



INDEMNIFICATION

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

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

CONTRACTOR: D.L. Porter Constructors, Inc.

SEAL:

6574 Palmer Park Circle, Sarasota, FL 34238

Address


Signature

Gary A. Loer

Print Name

President

Title

DATE: April 21, 2021



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

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

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

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

Business Name D.L. Porter Constructors, Inc. Phone: (305) 293-2931 (Key West Office)
(941) 929-9400 (Sarasota Office)

Current Local Address: 1805 Staples Ave., # 103. Key West, FL 33040 Fax: (941) 929-9500
(P.O Box numbers may not be used to establish status)

Length of time at this address: 2 years

Gary A. Loer Date: April 21, 2021
Signature of Authorized Representative Gary A. Loer, President

STATE OF FLORIDA COUNTY OF SARA TA

The foregoing instrument was acknowledged before me this 21st day of April, 2021.

By Gary A. Loer, President, of D.L. Porter Constructors, Inc.
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or ~~by another identification~~ Personally Known _____ as identification
(Type of identification)

Coleen Castagna
Signature of Notary

Coleen Castagna
Print, Type or Stamp Name of Notary

Controller/Corporate Secretary
Title or Rank

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





Ron DeSantis, Governor

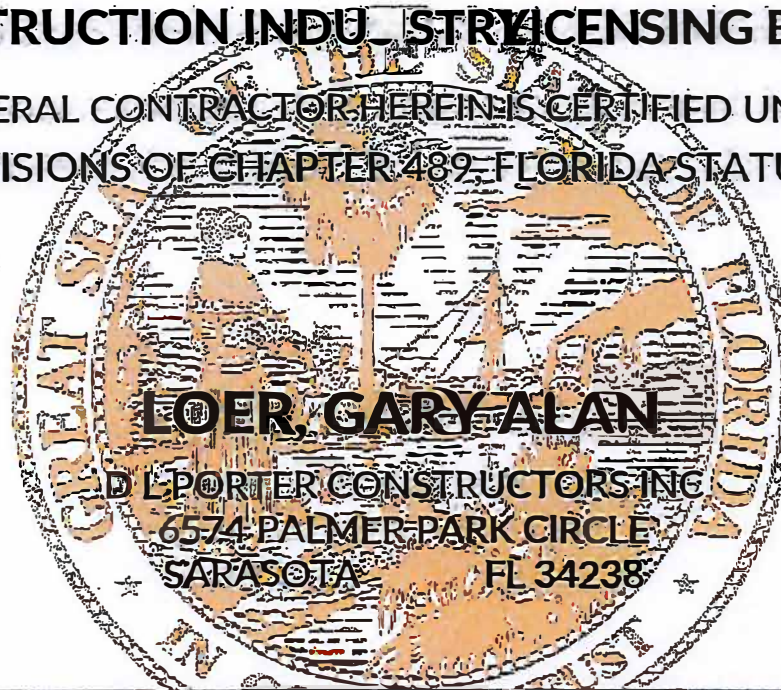
Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LOER, GARY ALAN

D L PORTER CONSTRUCTORS INC
6574 PALMER PARK CIRCLE
SARASOTA FL 34238

LICENSE NUMBER: CGCA51066

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

**2020 / 2021
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2021**

Business Name: D L PORTER CONSTRUCTORS INC

RECEIPT# 30140-60602

Owner Name: GARY A LOER
Mailing Address: 6574 PALMER PARK CIR
SARASOTA, FL 34238

Business Location: 1805 STAPLES AVE 103
KEY WEST, FL 33040
Business Phone: 941-929-9400
Business Type: CONTRACTOR (CERTIFIED GENERAL)

Employees 20

STATE LICENSE: CGCA51066

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

Paid 102-19-00006208 07/15/2020 50.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

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

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

**MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2021**

Business Name: D L PORTER CONSTRUCTORS INC

RECEIPT# 30140-60602

Owner Name: GARY A LOER
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SARASOTA, FL 34238

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50.00	0.00	50.00	0.00	0.00	0.00	50.00

Paid 102-19-00006208 07/15/2020 50.00

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name D L PORTER CONSTRUCTORS INC
Location Addr 1805 STAPLES AVE 103
Lic NBR/Class LIC2019-000387 CONTRACTOR DBPR STATE CERTIFIED
Issued Date 7/16/2020 Expiration Date: September 30, 2021

GENERAL CONTRACTOR

Comments:

Restrictions: CGCA51066 (08/31/2020)

D L PORTER CONSTRUCTORS INC
C/O GARY LOER
6574 PALMER PARK CIRCLE
SARASOTA , FL 33040

This document must be prominently displayed.

GARY LOER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan (CLW) 101 N Starcrest Dr. Clearwater, FL 33765 727 447-6481	CONTACT NAME: PHONE (A/C, No, Ext): 727 447-6481	FAX (A/C, No): 727 449-1267	
	E-MAIL ADDRESS: certificates@bouchardinsurance.com		
INSURED D L Porter Constructors, Inc. 6574 Palmer Park Circle Sarasota, FL 34238-2777	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Colony Insurance Co		39993
	INSURER B : Travelers Excess & Surplus Lines Co		29696
	INSURER C : Amerisure Mutual Insurance Company		23396
	INSURER D : Old Dominion Insurance Company		40231
	INSURER E : INSURER F :		


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	103GL001647507	01/01/2021	01/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	B1T3307V	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED RETENTION \$10000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	ZUP81N0856421NF	01/01/2021	01/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC208074509	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <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
	Leased/Rented Equ			IM20593641302	01/01/2021	01/01/2022	\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is additional insured as respects General Liability, Auto and Umbrella only if required by written contract, and subject to the terms, conditions and exclusions as specified in the policy.

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

CERTIFICATE HOLDER CITY OF KEY WEST PO BOX 1409 KEY WEST, FL 33041	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

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

Umbrella follows form.

Proprietors/Partners/Executive Officers/Members Excluded:

Gary Loer, President

30 DAY NOTICE OF CANCELLATION