

BID PROPOSAL FORM

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

To: The City of Key West
Address: 1300 White St, Key West, Florida 33040
Project Title: MALLORY WHARF REFURBISHMENT

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

Company Name: D. L. Porter Constructors, Inc.
Contact Name: Gary A. Loer, President
Email & Telephone: garyloer@dlporter.com (941) 929-9400

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 AND BONDS

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 examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his 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.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 14 calendar days and to complete the project, in all respects, within 60 calendar days after the date of the initial Notice to Proceed. **To minimize impact on cruise ship operations, and assuming Commission approves Award at August 7 meeting, all work must be completed between August 21, 2018, and October 20, 2018.**



THE CITY OF KEY WEST

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

ADDENDUM NO. 1

Mallory Square Warf Refurbishment ITB 18-026

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

Attached with this Addendum is a revised bid form, pages 16-17 of the Documents:

- 1) Delete Page 16 and 17 of the ITB Documents (Bid Proposal Form) in their entirety and replace with the attached revised form

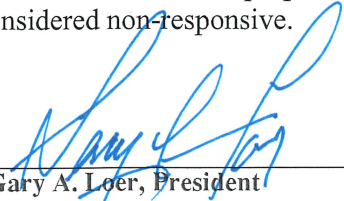
Requests for Information and Clarifications:

- 1) What is the Engineer's cost estimate or Budget for the project?
a. Response: \$190,000 - \$240,000
- 2) Will a barge be allowed to moor adjacent to the site?
a. Response: Yes, with the requirement that crane boom be lowered.

Attachments:

- 1) Revised Bid Proposal Form
- 2) Sign-in sheet
- 3) Pre-Bid Meeting Minutes
- 4) Specification for new mooring fender (bid alternate exercised)
- 5) Work area and contractor parking/laydown

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



Gary A. Loer, President
Signature

D. L. Porter Constructors, Inc.

Name of Business



THE CITY OF KEY WEST

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

ADDENDUM NO. 2

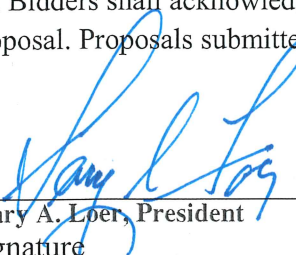
Mallory Warf Refurbishment ITB 18-026

The referenced Invitation to Bid package is hereby amended per the following items. This Addendum does not change the bid opening date of July 18, 2018.

Requests for Information and Clarifications:

1. The last page of the entire bid package has a form titled Bid Proposal. Is this the one to be included with the bid? The question is because the Bid Proposal Form in Part I has a Lump Sum Base Bid and Note 2 on Sheet S-005 states "The Contractor shall include an additional 20% of the proposed spall area and a depth of 4" into their bid. The Contractor shall also include an additional 20% of the proposed crack repair length with a width of 1/32" into their bid. A unit price shall be provided for the additional work. All repairs shall be measured in the field and approved by the Owner representative or engineer." The additional quantities will cause the Lump Sum Base Bid on the Bid Proposal Form to not balance with the "Bid Total" on the Bid Proposal spreadsheet. Please advise.
Only the information shown on the contractor's completed Bid Proposal Form in Part I is considered in award. The schedule of values form was provided at the end of the package as a basis of bid for the quantity of concrete repairs. Note 2 on S-005 states that the contractor shall add 20% spall quantity and 20% crack repair into their bid prices. The "Bid Proposal" spreadsheet in Part 6, a schedule of values form, was presented for quantity purposes only.
2. On Sheet S-005 Note 3.4 states "Apply Fox FX 764 Splashzone epoxy paste or equivalent to all spalls to be repaired in accordance with manufacturer's recommendations." Section 03 31 29 Marine Cast-in-Place concrete, has parameters for a concrete mix design that would be batched with mandatory batch tickets. To clarify: Splashzone epoxy paste is suitable for all repairs except in the case of Note 3.5 on G-005 that states "If a spall is too large for Splashzone epoxy and needs to be formed up and poured... prior to pouring new concrete." In which case the concrete specified would be used?
The Maine concrete mix will be used to repair the spalls too large for repair with Fox FX Splashzone Epoxy.
3. On the Bid Proposal Spreadsheet, Bid Items 210 Pier Crack Repairs and 220 Dolphin Crack Repairs, the CF quantities seem to be very high for the LF of cracks detailed on the plans.
The units presented are incorrect. The units should be LF and CF.
4. Reference Specification 03 01 30.71, 1.2.5 Pressure Grouting Epoxy. A low viscosity epoxy resin system pumped under pressure into structural cracks. Is there a preferred product for this application?
Any grout that meets the specifications, particularly 03 01 30.71 Section 2.1.1.3 Crack Sealer for Pressure Grouting.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 by submitting the addendum with their proposal. Proposals submitted without this Addendum may be considered non-responsive.



Gary A. Loer, President
Signature

D. L. Porter Constructors, Inc.

Name of Business

BID PROPOSAL (continued)

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the Work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of **\$900.00 per day** for all Work awarded until the Work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default. Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by the Owner.

ADDENDA

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

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts. The Bidder agrees that the lump sum represents 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. Bidder further acknowledges that bid includes any permits required by the City of Key West and any Regulatory Agencies. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

LUMP SUM BASE BID	\$ <u>272,861.00</u>
UNIDENTIFIED REPAIR ALLOCATION	\$ <u>20,000</u>
TOTAL LUMP SUM BID (Add above two lines):	\$ <u>292,861.00</u>

\$ Two Hundred Ninety-Two Thousand Eight Hundred Sixty-One Dollars & Zero Cents
amount written in words

BID ALTERNATES

1. Furnish 100% Performance & Payment Bonds (Lump Sum)

\$ 5,752.00

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

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

APPLICATION NO: **Mallory Square Wharf Refurbish**
 APPLICATION DATE: **Schedule of Values**

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

PERIOD TO: **7/18/2018**

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

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	UNIT	QUANTITY	UNIT COST	EXTENSION		EXTENSION
1	Mobilization & Demobilization	\$61,604.20		LS	\$61,604.20	\$61,604.20		\$61,604.20
2	Environmental Protection	\$6,325.00	1	LS	\$6,325.00	\$6,325.00		\$6,325.00
3	Payment & Performance Bonds	SEE ALTERNATE			\$0.00	\$0.00		\$0.00
4	Concrete Crack Repairs	\$14,261.52		LF	\$137.13	\$14,261.52		\$14,261.52
5	New Chain & Plates; Furnished & Installed	\$36,888.00	1	LS	\$36,888.00	\$36,888.00		\$36,888.00
6	Fender Replacement	\$2,467.00	1	LS	\$2,467.00	\$2,467.00		\$2,467.00
7	Concrete Delamination	\$34,118.64	36	CF	\$947.74	\$34,118.64		\$34,118.64
8	Concrete Spall Repair	\$88,370.64	139	CF	\$635.76	\$88,370.64		\$88,370.64
9	Bollard Refurbishing	\$21,256.00	1	LS	\$21,256.00	\$21,256.00		\$21,256.00
10	Unidentified Repair Allocation	\$20,000.00	1	LS	\$20,000.00	\$20,000.00		\$20,000.00
11	Permit Fees	\$7,570.00	1	LS	\$7,570.00	\$7,570.00		\$7,570.00
12								
13								
14								
15								
19								
20								
21								
22								
23								
	TOTALS	\$292,861.00				\$292,861.00	\$0.00	\$292,861.00

BID PROPOSAL (continued)

2. New Bollards (in Lieu of Refurbishment). Up to three (3) bollards may be purchased.

(Lump Sum Price per Single Bollard)

\$ 3,850.00

3. New Mooring Fenders - Trelleborg Seaguard Marine Fender OR EQUIVALENT. 5.6 foot diameter by x 11.3 feet long – High Capacity (Black),. Up to five (5) fenders may be purchased. Note: Furnish and Installation timeline for fenders, if purchased, to be negotiated with Owner.

(Lump Sum Price per Single Fender).

\$ 19,695.00

NOTE: OWNER HAS RIGHT TO ACCEPT OR REJECT ANY, ALL OR NO BID ALTERNATE ITEMS. THE TOTAL OF BASE BID PLUS THE SUM OF OWNER SELECTED BID ALTERNATES WILL BE BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD.

The Bidder shall submit a Schedule of Values with the Bid. Schedule of Values shall be broken down by bid items listed in PART 6 of the PROJECT MANUAL and will be used as a basis for payment.

Contractor is responsible for providing a dollar amount for each item listed on the Schedule of Values and that total shall match the amount on the Bid Lump Sum. The Bidder will be considered non-responsive if Schedule of Values is not complete and or not included in Bid Package.

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

BID PROPOSAL
(continued)

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:

D. L. Porter Constructors, Inc.

Name			
Miscellaneous Work		40%	
Trade		Percent of Total Base Bid	
471 US Highway 1	Key West	FL	33040 &
Street 6574 Palmer Park Circle	City Sarasota	State FL	Zip 34238

Bella Construction of Key West, Inc.

Name			
Concrete		60%	
Trade		Percent of Total Base Bid	
35 Diamond Drive	Key West	FL	33040
Street	City	State	Zip

Name			
Trade		Percent of Total Base Bid	
Street	City	State	Zip

Name			
Trade		Percent of Total Base Bid	
Street	City	State	Zip

Name			
Trade		Percent of Total Base Bid	
Street	City	State	Zip

BID PROPOSAL (continued)

SURETY

Liberty Mutual Insurance Company whose address is

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

BIDDER

The name of the Bidder submitting this Bid is:

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

6574 Palmer Park Circle, Sarasota, FL, 34238
Street City State Zip

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

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

Gary A. Loer, President _____

C. Marshall White, Vice President _____

BID PROPOSAL (continued)

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 20__.

Signature of Bidder

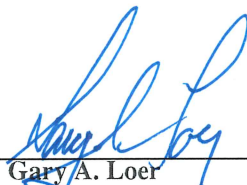
Title

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 18th day of July 2018.

(SEAL)


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

By 
Gary A. Loer

Title President

Attest 

Sworn and subscribed before this 18th day of July, 2018


Kim McGinnis

NOTARY PUBLIC, State of FLORIDA, at Large

My Commission Expires: 2/24/2019



EXPERIENCE OF BIDDER

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

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

Truman Waterfront Building 103 Demo	\$481,000.00
City of Key West L. Creed Howell (lhowell@cityofkeywest-fl.gov)	(305) 809-3963
Frederick Douglass Recenter Renovations	\$2,440,143.40
City of Key West L. Creed Howell (lhowell@cityofkeywest-fl.gov)	(305) 809-3963
Key West Light Station Renovation	\$660,124.00
Monroe Co. BOCC Johnnie Yongue (yongue-johnnie@monroecounty-fl.gov)	(305) 292-4429
Key West Historic Seaport, Phase 1	\$553,172.54
City of Key West Karen Olson (kolson@cityofkeywest-fl.gov)	(305) 809-3803



RELEVANT EXPERIENCE

PROJECT

OWNER / ARCHITECT

ADA Compliance Segment #'s 1 & 2

32 Monroe County Public Facilities

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

Monroe County Board of Cty Commissioners

K2M Design

Key West, FL

Adderley House Renovation

Tabby Concrete Repairs

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

Florida Keys Land & Sea Trust

Bender & Associates Architects

Marathon, FL

Aids Memorial Addition

Granite Memorial Bench

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

Monroe County Board of Cty Commissioners

mbl-k2m Architecture, Inc.

Key West, FL

Ash Transfer Center

* Key West (\$854,041)

City of Key West

Key West, FL

Big Coppitt Fire Facility

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

Monroe County Board of Cty Commissioners

Morrison/Knudsen Gerrits

Key West, FL

Buquebus Ferry Terminal

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

City of Key West

Peter Pike & Associates

Key West, FL

Courthouse Annex Renovation

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

Monroe County Board of Cty Commissioners

Gonzalez Architects

Key West, FL

Crawl Key Fire Training Addition

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

Monroe County Board of Cty Commissioners

Key West, FL

Department of Homeland Security

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

Key West GSA, LLC

Tampa, FL

RMJ Architects

Tampa, FL

FL Keys Mosquito Control Hangar

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

FL Keys Mosquito Control District

Thomas E. Pope, P.A.

Key West, FL

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

12 Bldgs

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

Housing Authority of the City of Key West

Key West, FL



Freeman Justice Center Drug Court Renovations

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

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

Gato Bldg. Interior Renovation

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

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

Gato Bldg. Exterior Restoration
(Historic Preservation)

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

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

Key West Bight, Public Restrooms

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

City of Key West
Gonzalez Architects
Key West, FL

Key West Customs House MEP & FP

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

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

Key West Fire Station #2

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

City of Key West
MBI / K2M
Key West, FL

Key West Historic Seaport, Phase 1

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

City of Key West
Bender & Associates
Key West, FL

Key West International Airport Baggage Claim Hall Renovations

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

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

Key West International Airport Hangar Development, Taxiways & Aprons

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

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

Key West International Airport Addition & Renovation

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

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

Key West International Airport Generator w/Building

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

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



**Key West International Airport
Miscellaneous Improvements**

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

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

Lester Building Enclosure

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

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

Little Hamaca Park

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

City of Key West
Key West, FL

Mallory Square Restroom

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

City of Key West
Gonzalez Architects
Key West, FL

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

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

City of Key West
Gonzalez Architects
Key West, FL

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

* Marathon, FL (\$103,779)

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

Manatee County Detention Facility

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

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

**Marathon Diesel General
Generating Plant**

* Marathon, FL (\$862,000)

Florida Keys Electric Coop
Marathon, FL

Marathon Hangar Building

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

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

**Monroe County Detention
Facility-Key West**

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

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

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

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

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

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

**Monroe County Detention
Sheriff's Headquarters**

* Key West, FL (\$3,472,000)

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



Monroe County Library

* Key West, FL (\$652,773)

Monroe County Board of Cty Commissioners
Thomas E. Pope, AIA
Key West, FL

**Monroe County Public Service Facility
Asbestos Abatement Demolition**

* Key West, FL (\$429,339)

Monroe County Board of Cty Commissioners
Key West, FL

**Monroe County Sheriff's Hangar
Marathon Airport**

* Marathon, FL (\$1,569,414)

Monroe County Board of Cty Commissioners
URS Corporation
Miami, FL

**Monroe Sheriff's Substation &
Tax Collector's Offices**

* Marathon, FL (\$733,000)

Monroe County Board of Cty Commissioners
Bender & Associates Architect
Key West, FL

**Naval Air Station
Repairs & Alterations A-149**

* Key West, FL (\$113,700)

United States Navy-SOUTH DIV
Key West, FL

**Naval Air Station
Addition to Bldg A1019**

* Key West, FL (\$120,806)

United States Navy-SOUTH DIV
Key West, FL

**Naval Air Station-Indoor
Racquetball Courts**

* Key West, FL (\$142,715)

United States Navy-SOUTH DIV
Key West, FL

**Old Mariner's Hospital Renovation
Plantation Key Sheriff's Substation**

* Key West, FL (\$3,015,400)

Monroe County Board of Cty Commissioners
Bender & Associates Architect
Key West, FL

Park and Ride Parking Garage

* Key West, FL (\$3,597,557)

City of Key West
Key West, FL

**Public Service Facility
Fire Station #1 Phase I**

* Key West, FL (\$2,027,000)

City of Key West
Key West, FL
Gonzalez Architects
Key West, FL

**Public Service Facility
Police Station - Phase II**

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

City of Key West
Key West, FL
Gonzalez Architects
Savannah, GA



Retail Store Expansion

201 William St.

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

City of Key West
Key West, FL
Peter Pike Architect
Key West, FL

Roof Canopy at SWTE

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

City of Key West
CH2M Hill, Architect
Gainesville, FL

Senior Citizens Plaza Concrete Repair

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

Housing Authority of the City of Key West
Wiss, Jenney, Elstner Assoc.
Northbrook, IL

H2O Hotel (fka Spindrft)

* Key West, FL (\$)

Casa Marina-1220 Simonton St., LLC
Peter Pike Architect
Key West, FL

Studios of Key West, PH 1 & 2

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

The Studios of Key West Inc.
Michael Miller Architect
Key West, FL

West Martello Public Restrooms

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

Monroe County Board of Cty Commissioners
Key West, FL
William P. Horn Architect
Key West, FL

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FLORIDA BID BOND (continued)

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 12th day of July, 2018.

D. L. Porter Constructors, Inc.
PRINCIPAL

By [Signature]
Gary A. Loer, President

Liberty Mutual Insurance Company
SURETY

By [Signature]
Brandy L. Baich
Attorney-in-Fact & FL Licensed Resident Agent

STATE OF Florida)
 : SS
COUNTY OF Sarasota)

c/o Willis of Florida, Inc.
4211 W. Boy Scout Blvd., Ste. 1000
Tampa, FL 33607
Inquiries: (813) 281-2095

* * * * *

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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

Certificate No. 7909095

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

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, Brandy L. Baich; Anett 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 6th day of October, 2017.



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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 6th day of October, 2017, 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 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 12 day of JULY, 2018.



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)

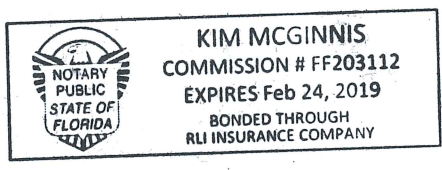
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: *Gary A. Loer*
Gary A. Loer, President

Sworn and subscribed before me this 18th day of July, 2018.

NOTARY PUBLIC, State of FLORIDA at Large

Kim McGinnis
Kim McGinnis
My Commission Expires: February 24, 2019



* * * * *

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

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

1. This sworn statement is submitted with Bid for Mallory Wharf Refurbishment, City of Key West, Florida.

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.

PUBLIC ENTITY CRIMES (continued)

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

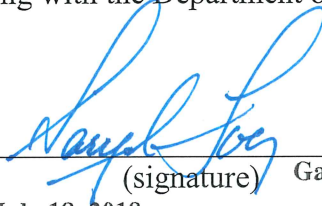
 X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to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

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

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

PUBLIC ENTITY CRIMES (continued)

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



(signature) Gary A. Loer, President

July 18, 2018

(date)

STATE OF FLORIDA

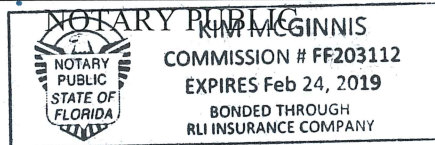
COUNTY OF SARASOTA

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 18th day of July, 20 18.

My commission expires: February 24, 2019



* * * * *

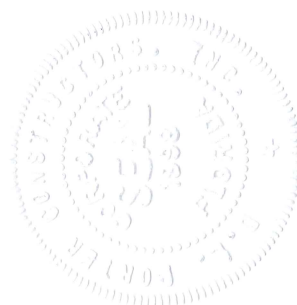
INDEMNIFICATION

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

Gary A. Loer
Signature

Gary A. Loer
Print Name

President
Title

July 18, 2018
Date

* * * * *

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

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

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.

[] Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name D. L. Porter Constructors, Inc. Phone: (305) 293-2931

Current Local Address: 471 US Highway 1, Suite 102 Fax: _____
(P.O. Box numbers may not be used to establish status)

Length of time at this address: 3 years

[Signature] Date: July 18, 2018
Signature of Authorized Representative

STATE OF FLORIDA COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 18th day of July, 2018.

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 has produced identification~~ Personally known as identification
(Type of identification)

[Signature]
Signature of Notary

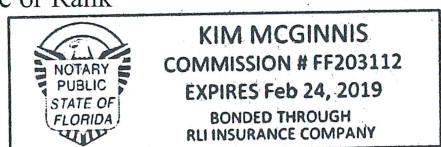
Kim McGinnis
Print, Type or Stamp Name of Notary

Office Manager

Title or Rank

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


* * * * *



EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF SARASOTA)

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

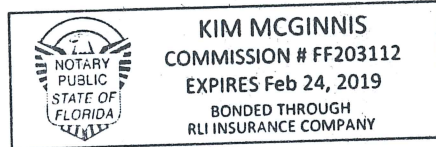
By: 
Gary A. Loer, President

Sworn and subscribed before me this

18th day of July, 2018.


NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires: February 24, 2019

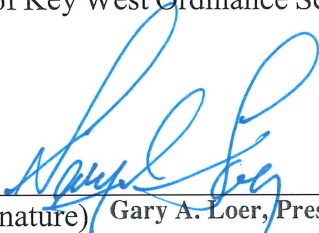


* * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF SARASOTA)

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




(signature) Gary A. Loer, President
July 18, 2018

(date)

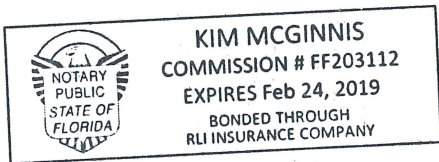
Sworn and subscribed before me this

18th Day of July, 2018.



NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires: February 24, 2019



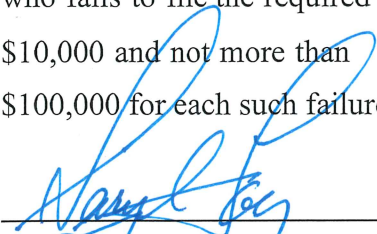
* * * * *

LOBBYING RESTRICTIONS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Gary A. Loer, President

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

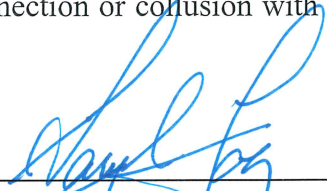
July 18, 2018 Date

* * * * *

NON-COLLUSION AFFIDAVIT


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

I, the undersigned hereby 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.

By: 
Gary A. Loer, President

Sworn and subscribed before me this

18th day of July, 2018.


NOTARY PUBLIC, State of Florida at Large

My Commission Expires: February 24, 2019



DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid, the bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

* * * * *

BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood. [X]
2. All blank spaces in Bid Proposal filled in, using black ink. [X]
3. Total and unit prices added correctly and attached Schedule of Values [X]
4. Addenda acknowledged. [X]
5. Subcontractors are named as indicated in the Bid. [X]
6. Experience record included. [X]
7. Bid signed by authorized officer. [X]
8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. [X]
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. [X]
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. [X]
11. BID submitted shall contain Bid Form, Bid Security, Experience Record, Anti-Kickback Affidavit, Public Entity Crimes Forms, City of Key West Indemnification Form, Local Vendor Certification, Equal Benefits for Domestic Partners, Cone of Silence Form, Local Vendor Certification, Disclosure of Lobbying Activities Form, Non-Collusion Declaration and Compliance Form, Suspension and Debarment Certification. [X]
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. [X]
13. Bidder must provide satisfactory documentation of State Licenses. [X]

* * * * *



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

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

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

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

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



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER
CGCA51066

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



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



ISSUED: 08/28/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1608280003472

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

Business Name: D L PORTER CONSTRUCTORS INC

RECEIPT# 30140-60602

Owner Name: GARY A LOER
Mailing Address:
471 US HWY I STE 102
KEY WEST, FL 33040

Business Location: 471 US HWY 1 STE 102
KEY WEST, FL 33040
Business Phone: 941-929-9400
Business Type: CONTRACTOR (GENERAL CONTRACTOR
CGC051066)

Employees. 20

STATE LICENSE: CGCA51066

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

Paid 000-16-00024844 09/19/2017 50.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

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

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

MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2018

Business Name: D L PORTER CONSTRUCTORS INC

RECEIPT# 30140-60602

Owner Name: GARY A LOER
Mailing Address:
471 US HWY I STE 102
KEY WEST, FL 33040

Business Location: 471 US HWY 1 STE 102
KEY WEST, FL 33040
Business Phone: 941-929-9400
Business Type: CONTRACTOR (GENERAL CONTRACTOR
CGC051066)

Employees 20

STATE LICENSE: CGCA51066

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

Paid 000-16-00024844 09/19/2017 50.00

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

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

Business Name D.L. PORTER CONSTRUCTORS, INC. CtlNbr:0004032
Location Addr 471 US HIGHWAY 1 102
Lic NBR/Class 18-00032058 CONTRACTOR - CERT GENERAL CONTRACTOR
Issue Date: July 17, 2017 Expiration Date: September 30, 2018
License Fee \$325.00
Add. Charges \$0.00
Penalty \$0.00
Total \$325.00
Comments:

This document must be prominently displayed.

D.L. PORTER CONSTRUCTORS, INC.

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

SARASOTA FL 34238

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

Client#: 4463

DLPORTER

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/05/2018

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

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

PRODUCER Bouchard Insurance (CLW) 101 N Starcrest Dr. Clearwater, FL 33765 727 447-6481	CONTACT NAME: Bouchard Insurance		
	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 : Colony Specialty Insurance Co		36927
	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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	Y	103GL001647504	01/01/2018	01/01/2019	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$5,000
	<input checked="" type="checkbox"/> BI/PD Ded:2,500						PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY	Y	Y	B1T3307V	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						\$
B	UMBRELLA LIAB	Y	Y	XS171915	01/01/2018	01/01/2019	EACH OCCURRENCE \$5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y	Y	WC208074506	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A				E.L. EACH ACCIDENT \$500,000
							E.L. DISEASE - EA EMPLOYEE \$500,000
							E.L. DISEASE - POLICY LIMIT \$500,000

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


** Workers Comp Information **

Proprietors/Partners/Executive Officers/Members Excluded:

Gary Loer, President

Marshall White, Vice-Pres

(See Attached Descriptions)

CITY OF KEY WEST P.O. 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)

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

Waiver of subrogation applies in favor of certificate holder as respects General Liability, Auto, Excess Liability and Workers Compensation 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.

It is agreed by endorsement to the Workers Compensation policy that this policy shall not be cancelled by the insurance carrier without first giving sixty (60) days prior written notice except for nonpayment of premium or if the first named insured elects to non renew.