

CONTRACT DOCUMENTS FOR:



ITB # 21-001

Cable Huts Stabilization and Repair

October 2, 2020

MAYOR: TERI JOHNSTON

COMMISSIONERS:

GREGORY DAVILA

BILLY WARDLOW

JIMMY WEEKLEY

CLAYTON LOPEZ

SAMUEL KAUFMAN

MARY LOU HOOVER

PREPARED BY:
Karen A Wilman
City of Key West
Engineering Services

CITY OF KEY WEST
KEY WEST, FLORIDA
CONTRACT DOCUMENTS

For

CABLE HUTS STABILIZATION AND REPAIR ITB 21-001

INFORMATION TO BIDDERS

SUBJECT: INVITATION TO BID NO. 21-001:
CITY OF KEY WEST
CABLE HUTS STABILIZATION AND REPAIR

ISSUE DATE: **October 2, 2020**

MAIL OR SPECIAL
DELIVERY REPOSSES TO: CITY CLERK
CITY OF KEY WEST
1300 WHITE STREET
KEY WEST, FL 33040

DELIVER BIDS TO: SAME AS ABOVE.

MANDATORY PRE-BID: **October 8, 2020**

FINAL DATE FOR INQUIRIES: **October 12, 2020**

FINAL DATE FOR RESPONSES: **October 16, 2020**

BIDS MUST BE RECEIVED: **October 28, 2020**

NOT LATER THAN: 3:00 P.M. LOCAL TIME

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PART 1

BIDDING REQUIREMENTS

INVITATION TO BID

Sealed bids for the City of Key West ITB# **21-001 CABLE HUTS STABILIZATION AND REPAIR**, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White Street., Key West Florida, 33040 until **3:00 p.m.** on Wednesday, **October 28, 2020** and then publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original, and two (2) flash drives each with one single PDF file of the sections entitled “Bidding Requirements” and “Contract Forms”. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside “ITB # 21-001 CABLE HUTS STABILIZATION AND REPAIR” addressed and delivered to the City Clerk at the address noted above.

The project contemplated consists of providing all site work, materials, equipment and labor necessary to accomplish the following:

Stabilization and repair of the Cable Huts at Mallory Square that includes roof and concrete walls.

Drawings and Specifications may be obtained from Demand Star by Onvia or City of Key West. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712 or www.cityofkeywest-fl.gov

A **Mandatory** Pre-bid meeting will be held at **11:00AM** on **October 8, 2020** at the site location of the **Cable Huts at Mallory Square, Wall Street.**

EACH BID MUST BE SUBMITTED ON THE PRESCRIBED FORM AND ACCOMPANIED BY BID SECURITY AS PRESCRIBED IN THE INSTRUCTIONS TO BIDDERS, PAYABLE TO THE CITY OF KEY WEST, FLORIDA, IN AN AMOUNT NOT LESS THAN FIVE (5) PERCENT OF THE AMOUNT BID.

THE BIDDER MUST BE A LICENSED CONTRACTOR BY THE STATE OF FLORIDA AND SUBMIT PROOF OF SUCH WITH THE BID.

The successful Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of the State and the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days following the Notice of Award and must demonstrate that he holds at a minimum, the following licenses & certificates;

- A. City of Key West Business Tax License Receipt
- B. A valid Certified General Contractors License issued by the State of Florida.

All bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having their place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the CITY will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the CITY to evaluate the Bidder's qualifications.

Any request for information concerning this project must be made in writing, per City of Key West Ordinance Section 2-773, Code of Silence, to Karen Wilman, Senior Construction Manager at karen.wilman@cityofkeywest-fl.gov

As stated above at the time of the bid submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Bidder must also be able to satisfy the CITY Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question. The CITY may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the CITY. The CITY may also waive any minor formalities or irregularities in any bid, (6) if such rejection is in the best interest of the CITY.

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

B. DOCUMENT INTERPRETATION

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the ENGINEER, in writing (at least ten (10) calendar days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be available to all registered holders of Contract Documents via Demand star. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

2. GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the Invitation to Bid. The scope is specified in applicable parts of these Contract Documents.

3. QUALIFICATION OF CONTRACTORS

The prospective Bidders must meet the statutorily prescribed requirements before award of Contract by the CITY. Bidders must hold or obtain all licenses and/or certificates as required by the State and Local Statutes to bid and perform the work specified herein.

4. BIDDER'S UNDERSTANDING

Each Bidder must inform themselves of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make themselves thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of their obligation to enter a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for themselves and to their complete satisfaction all information concerning site and subsurface conditions.

The CITY will make available to prospective Bidders upon request and at the office of the ENGINEER, prior to bid opening, any information that he may have as to subsurface conditions and surface topography at the worksite.

Each Bidder shall inform themselves of, and the Bidder awarded a Contract shall comply with,

federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

5. TYPE OF BID

A. LUMP SUM

The BID for the work is to be submitted on a lump sum basis. Lump sum prices shall be submitted for all items of work set forth in the bid. All items required to complete the work specified but not included in the bid shall be considered incidental to those set forth in the bid.

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in, as required, preferably in BLACK ink. All price information shall be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

Any BID shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to Bid.

Only one BID from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the CITY that any Bidder is interested in more than one Bid for work contemplated; all Bids in which such Bidder is interested will be rejected.

B. SIGNATURE

The Bidder shall sign their BID in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the CITY prior to opening of Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, ORDINANCES, PERMITS, AND LICENSES, as set forth in the Supplementary Conditions.

The Bidder shall submit with their Bid their experience record showing their experience and expertise in general construction projects and related work. Such experience record shall provide at least five current or recent projects (within the past 5 years) of similar work, within the State Florida and preferably Monroe County. For each project the following information shall be provided:

1. Description and location of work.
2. Contract amount.
3. Dates work was performed.
4. Owner.
5. Name of Owner's contact person and phone number.
6. ENGINEER.
7. Name of ENGINEER's contact person and phone number.

The bidder shall submit with their bid a list of items to be performed by their own labor and that performed by subcontractors or others.

D. ATTACHMENTS

Bidder shall complete and submit the following forms with their bid:

Anti-Kickback Affidavit
Public Entity Crimes Form
Indemnification Form
City of Key West Business License Tax Receipt
Local Vendors Form
Domestic Partnership Affidavit
Cone of Silence Affidavit
Non-Collusion Affidavit
Bidders' Checklist

E. PUBLIC ENTITY CRIMES FORM

Pursuant to the requirements of Chapter 287.133, Laws of Florida, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, all Bidders shall submit a signed and notarized statement with their Bid on the form provided herein.

7. STATE AND LOCAL SALES AND USE TAXES

Unless the Supplementary Conditions contains a statement that the CITY is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political subdivisions, shall pay all state and local sales and use taxes. Prices quoted in the Bid shall include

all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize the tax.

8. SUBMISSION OF BIDS

All BIDS must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. BIDS must be made on the BID forms provided herewith, **submit one (1) ORIGINAL and two (2) FLASH DRIVES each containing a single PDF file of the entire bid package.**

Each BID must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and its contents (project name and number) without being opened and addressed in conformance with the instructions in the Invitation to Bid.

9. MODIFICATION OR WITHDRAWAL OF BIDS

Prior to the time and date designated for receipt of BIDS, any BID submitted may be withdrawn by notice to the party receiving BIDS at the place designated for receipt of BIDS. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of BID. No BID may be withdrawn after the time scheduled for opening of BIDS, unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

10. BID SECURITY

BIDS must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the Bid submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw their BID for a period of ninety (90) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified. Agent and Surety phone numbers must be provided.

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of their power-of-attorney as evidence of their authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

11. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the CITY will return the bid securities to all Bidders whose BIDS are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and any guarantees, which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

12. AWARD OF CONTRACT

Within ninety (90) calendar days after the opening of Bids, the CITY will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract, provide additional documents, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within one hundred & twenty (120) days after the opening of Bids.

The CITY reserves the right to accept or reject any or all Bids, and to waive any informalities and irregularities in said Bids.

13. BASIS OF AWARD

The award will be made by the Owner on the basis of the BID from the lowest, responsive, responsible BIDDER which, in the Owner's sole and absolute judgment will best serve the interest of the Owner.

14. EXECUTION OF CONTRACT

The successful Bidder shall, within ten (10) working days after receiving Notice of Award, sign and deliver to the CITY an original Contract and two (2) copies in the form hereto attached, together with the insurance certificate as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BID BOND

The Bidder who has a Contract awarded to them and who fails to promptly and properly execute the Contract shall forfeit the bid security that accompanied their bid, and the bid security shall be retained as liquidated damages by the CITY, and it is agreed that this said sum is a fair estimate of the amount of damages the CITY will sustain in case the Bidder fails to enter into a Contract. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

17. TIME OF COMPLETION

The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may be allowed in accordance with the provisions stated in the General Conditions.

When the Contractor receives a Notice to Proceed, he shall commence work as soon as possible and shall complete all work within **120** calendar days as stipulated in this Bid.

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: CABLE HUTS STABILIZATION AND REPAIR
ITB # 21-001

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 their 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.



THE CITY OF KEY WEST

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

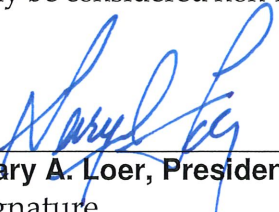
ADDENDUM NO. 1 & 2

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

1. Addendum #1- See attached Meeting Minutes and Sign in Sheet
 - a) **REVISED BID DATE OCT 28 3pm**

2. Addendum #2-
 - a) Partial Bid Documents_Revised Part 1 and Part 2
 - b) RFI 1-44, 11x17 Format

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



ADDENDUM #3- ITB # 21-001

PROJECT: Cable Huts Stabilization and Repair Mallory Square

DATE: 10.26.2020

1. RFI- 45- Section 1/A8.0 shows the TPO roof with no insulation. Section 2/A5.0 shows roof with insulation. Please Clarify.
Answer: No insulation is required in the roof so the cost can be removed from the scope of work.

2. RFI- 46- The Proposal Form references a pre itemized schedule of values located in part 4 of the documents. I can't find this pre-itemized schedule of values. Please clarify.
Answer: No schedule of Values was provided in part 4, please strike the below paragraph from the PROPOSAL FORM.

“Provided in Part 4 of these documents is a pre-itemized Schedule of Values broken down by trade and type of work, Bidders are to provide the cost of all LABOR & MATERIALS for use as a basis for payment. “

3. RFI- 47 Clarification on Winch- Please remove the cleaning of the historic winch and replacement cost for locating the historic winch on the roof from the scope of work.

END OF ADDENDUM # 3



Gary A. Loer, President
Signature

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

PROPOSAL FORM

Number of Days for Completion	<u>120</u> (0)
1. BASE BID	
1- East Hut LS	\$ <u>195,873.00</u> (1)
1- West Hut LS	\$ <u>184,208.00</u> (2)
Utility Fee Allowance (Keys Energy service fees)	
1 LS	\$ <u>5,000.00</u> (3)
TOTAL LUMP SUM BASE BID (1) + (2) + (3) :	\$ <u>385,081.00</u> (4)

TOTAL LUMP SUM BASE BID:

\$ Three Hundred Eighty-Five Thousand Eighty-One Dollars & Zero Cents
(4) *amount written in words*

BASE BID ADD OR DEDUCT ALTERNATES

NOTE: OWNER HAS THE 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 A BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD.

Base Bid: Pavilion A (Front pavilion facing Virginia Street), Entrance, and minor utility work to Pavilion B shall be included within the base bid of this project. Work shall include exterior of Pavilion A, interior build out of Pavilion A, Entrance build out, and all utilities throughout Pavilion A. Pavilion B utilities shall be stubbed in for future development along with window/wall infill to fully enclose Pavilion B.

1. A Deduct Alternate for the floor, floor framing in East Hut

1 LS \$ (29,144.00)

2. A Deduct Alternate for the floor, floor framing in West Hut

1 LS \$ (30,211.00)

3. A Deduct Alternate for Infilling (3) openings at West Hut, including door and frame cost.

1 LS \$ (20,064.00)

4. A Deduct Alternate for new water services and hose bibbs to both Huts

1 LS \$ (3,356.00)

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 %.

Provided in Part 4 of these documents is a pre-itemized Schedule of Values broken down by trade and type of work, Bidders are to provide the cost of all LABOR & MATERIALS for use as a basis for payment. List items to be performed by CONTRACTOR's own forces and the estimated total cost of these items. (Use additional sheets if necessary.)

Concrete	\$57,720.00
Masonry	\$ 3,000.00
Carpentry	\$78,651.00
Finishes	\$ 8,223.00
Doors & Windows	\$22,003.00

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:

Nearshore Electric, Inc.
 Name _____
5680 1st Ave., Suite 5, **Key West**, **FL**, **33040**
 Street City State Zip

Discount Rock & Sand, Inc.
 Name _____
10500 Aviation Blvd., **Marathon**, **FL**, **33050**
 Street City State Zip

A Plus Roofing of Key West, Inc.

Name

5686 Maloney Ave., **Key West**, **FL**, **33040**
Street City State Zip

Name

Street City State Zip

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
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 **Coleen Castagna, Corporate Secretary**

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set their (its) hand this _____ day of _____ 2020.

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 28th day of October 2020.

(SEAL)

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

By 
Gary A. Loer

Title **President**

Attest 
Secretary **Coleen Castagna**



RELEVANT EXPERIENCE
KEY WEST, FL

<u>PROJECT</u>	<u>OWNER</u>	<u>PHONE</u>	<u>CONTRACT</u>
1800 Atlantic Balcony Repairs 1800 Atlantic Blvd. Key West, FL 33040	1800 Atlantic Condo. Association Don Unkart management@1800atlantickw.com 1800 Atlantic Ave. Key West, FL 33040	(305) 294-9553 Office	\$ 6,547,062.00
Almond Tree Inn Renovations 512 Truman Ave. Key West, FL 33040	Island Hotel Properties, LLC James Stewart 3130 Northside Drive Key West, FL 33040	(305) 292-5200 Office	\$ 1,602,822.00
Bridge Street Bazaar / Daiquiri Deck 117 Bridge Street, Unit A Bradenton Beach, FL 34217	Daiquiri Deck Raw Bar Bradenton Beach, Ltd. Troy Syrett tsyrett@daiquirideck.net 5250 Ocean Blvd. Sarasota, FL 34242	(941) 915-5838 Cell	\$ 4,350,197.76
Buquebus Ferry Terminal Key West, FL	City of Key West Karen Olson kolson@cityofkeywest.com 210 William Street Key West, FL 33040	(305) 809-3803 Office	\$ 3,036,000.00
Conch Harbor & Marina 951 Caroline Street Key West, FL 33040	RCI Marine, Inc. Mark Summers 300 Alton Road, Suite 303 Miami Beach, FL 33139	(305) 672-5588 Office	\$ 4,586,698.00
Department of Homeland Security (Immigration & Customs Enforcement) 1990 N Roosevelt Blvd 2019-2025 N Roosevelt Blvd. Key West, FL 33040	Key West GSA, LLC Kiely Commercial, Inc. Danielle Kiely danielle@kielycommercial.com 711 S Howard Ave., Suite 200 Tampa, FL 33606	(813) 490-6625 Office (813) 230-1968 Cell	\$ 2,545,711.00
El Rancho Motel (Silver Palms) 830 Truman Ave. Key West, FL 33040	Tejas Inc. dba El Rancho Motel Tejas Soni tejnut2@gmail.com 803 Truman Ave. Key West, FL 33040	(305) 292-9596 Office	\$ 5,749,668.33
The Encore Condominiums Fruitville Road Sarasota, FL 34236	TAD Development, LLC Daniel Solaz dsolaz2@earthlin.net 178 Myrtle Blvd. Larchmont, NY 10538	(914) 794-5909 Office (941) 928-5189 Cell	\$ 3,563,082.00



RELEVANT EXPERIENCE
KEY WEST, FL

<u>PROJECT</u>	<u>OWNER</u>	<u>PHONE</u>	<u>CONTRACT</u>
Florida Keys Community College Physical Dev. Bldg & Pool Complex 5901 College Road Key West, FL 33040	The College of the Florida Keys Doug Pryor douglas.pryor@fkcc.edu 5901 College Road Key West, FL 33040	(305) 809-3184 Cell	\$ 4,686,000.00
Florida Keys SPCA New Facility 5711 Colleve Road Key West, FL 33040	Florida Keys SPCA Jane Dawkins jane@fkspca.org 5230 College Road Key West, FL 33040	(305) 294-4857 Office	\$ 6,060,946.56
Frederick Douglass Rec Center Renovation 111 Olivoa Street Key West, FL 33040	City of Key West Terrence Justice tjustice@cityofkeywest-fl.gov PO Box 1409 Key West, FL 33040	(305) 809-3943 Office (305) 304-4799 Cell	\$ 2,440,143.40
Gato Building Renovations 1110 Simonton Street Key West, FL 33040	Monroe County Board of County Commissioners 5100 College Road Key West, FL 33040		\$ 4,027,200.00
	Bender & Associates Architects Bert Bender bbender@benderarchitects.com 410 Angela St. Key West, FL 33040	(305) 296-1347 Office	
H2O Hotel 1212 Simonton St. Key West, FL 33040	Casa Marina - 1120 Simont St., LLC Steve Wilson swilson@meisel-cohen.com 6000 Executive Blvd., Suite 700 Rockville, MD 20852	(301) 881-7800	\$ 9,440,218.77
Homestead Village 7560 State Road 84 Davie, FL	BSW International Reed Robinson One West Third Street, Suite 100 Tulsa, OK 74103-3505	(918) 582-8771	\$ 4,325,000.00
Key Cove Housing 3029 N. Roosevelt Blvd. Key West, FL 33040	Key Cove Construction, Inc. 3029 N. Roosevelt Blvd. Key West, FL 33040		\$ 4,251,000.00
	Gonzalez Architects Jose Gonzalez jose@gonzalez-architects.com 14 NW First Ave., Suite 909 Miami, FL 33132	(305) 455-4216 Office (912) 313-2910 Cell	



RELEVANT EXPERIENCE
KEY WEST, FL

<u>PROJECT</u>	<u>OWNER</u>	<u>PHONE</u>	<u>CONTRACT</u>
Key West Fire Station #2 616 Simonton Street Key West, FL 33040	City of Key West Terrence Justice tjustice@cityofkeywest-fl.gov PO Box 1409 Key West, FL 33040	(305) 809-3943 Office (305) 304-4799 Cell	\$ 6,326,649.29
KWHA Senior Citizens Concrete Repair 1400 Kennedy Dr. Key West, FL 33040	Key West Housing Authority Larry Keys keys1@kwaha.org 1400 Kennedy Dr. Key West, FL 33040	(305) 296-5621 Office (305) 731-0036 Cell	\$ 7,841,206.00
Mariners Cove Aprtments 3330 Northside Dr. Key West, FL 33040	Heritage Construction Company Jim Kincaid 5505 North Atlantic Avenue, Suite 115 Cocoa Beach, FL 32931	(321) 799-4090 Office	\$ 4,962,000.00
Mosquito Control Hangar 503 107th St. Gulf Marathon, FL 33050	Florida Keys Mosquito Control District Mike Spoto mspoto@keysmosquito.org 5224 College Road Stock Island, FL 33040	(305) 292-7190 Office	\$ 7,652,660.00
Pirates Soul Museum / Rum Barrel Bar & Restaurant 524-528 Front Street Key West, FL 33040	Sunset Ventures Marc Cerceo stretch@ifeelgreat.com PO Box 520A Villanova, PA 19085	(610) 520-1890 Office (215) 429-5555 Cell	\$ 1,783,117.00
Santa Maria Hotel 1401 Simonton St. Key West, FL 33040	Santa Maria Sales Office Ralph Sanchez c21rjsanchez@aol.com 1401 Simonton St. Key West, FL 33040	(305) 296-5678 Office (305) 304-0090 Cell	\$13,635,465.45
Southernmost on the Beach (Atlantic Shores) Southernmost Gingerbread House Southernmost Restroom Renovations Southernmost Pier 1319 Duval St Key West, FL 33040	Southernmost Beach Motel, Ltd. Dale Rands 1319 Duval St. Key West, FL 33040	(248) 321-5900 Office (248) 762-5595 Cell	\$19,755,609.05
Staybridge Suites 301 E Bay Street Savannah, GA 31401	Savannah Hospitality Group, LLC James Holt jsh@clarksonfl.com 3100 University Blvd. S., Suite200 Jacksonville, FL 32216	(904) 359-0045 Office	\$ 8,187,718.00



RELEVANT EXPERIENCE
KEY WEST, FL

<u>PROJECT</u>	<u>OWNER</u>	<u>PHONE</u>	<u>CONTRACT</u>
Truman Hotel 611 Truman Ave. Key West, FL 33040	Truman Hotel, Inc. William O. Kemp, President william@pinewood.consulting	(305) 296-2588	Office \$ 6,855,450.00
Truman Waterfront Park Amphitheater 21 East Quay Road Key West, FL 33040	City of Key West Terrence Justice tjustice@cityofkeywest-fl.gov PO Box 1409 Key West, FL 33040	(305) 809-3943 (305) 304-4799	Office Cell \$ 3,547,199.26
Truman Waterfront Mole Pier ECP 21 East Quay Road Key West, FL 33040	City of Key West Terrence Justice tjustice@cityofkeywest-fl.gov PO Box 1409 Key West, FL 33040	(305) 809-3943 (305) 304-4799	Office Cell \$ 3,664,721.00

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:

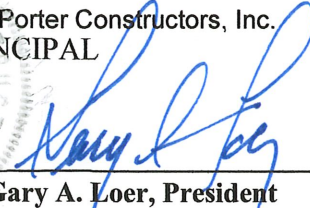
ITB # 21-001 / CABLE HUTS STABILIZATION AND REPAIR / IS43022001

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 14th day of October, 2020.

D.L. Porter Constructors, Inc.
PRINCIPAL

By 
Gary A. Loer, President

STATE OF Florida)
: SS
COUNTY OF Sarasota)

Liberty Mutual Insurance Company
SURETY

By 
Margaret A. Ginem, Attorney-In-Fact &
Florida Licensed Resident Agent



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, 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 25th day of June, 2019.



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

By: David M. Carey, Assistant Secretary

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

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 Association of Notaries

By: 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 14th day of October, 2020.



By: Renee C. Llewellyn, Assistant Secretary

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.

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 #21-001 Cable Huts Stabilization and Repair

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).

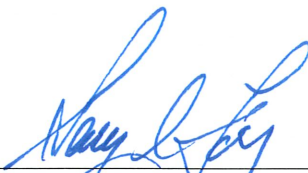
Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July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



(Signature) **Gary A. Loer, President**
October 28, 2020

(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 28th day of October, 2020.

My commission expires: **February 24, 2023**
GG 288456



NOTARY PUBLIC
Kim McGinnis

KIM MCGINNIS
NOTARY PUBLIC
STATE OF FLORIDA
NO. GG 288456
MY COMMISSION EXPIRES FEB. 24, 2023

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: **October 28, 2020** _____

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**

Current Local Address: **1805 Staples Ave., Suite 103, KW 33040** Fax: _____
(P.O Box numbers may not be used to establish status)

Length of time at this address: **1-1/2 years**

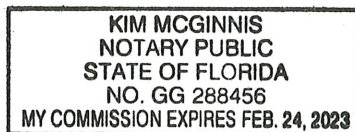
[Signature] Date: **10/28/20**
Signature of Authorized Representative

STATE OF **FLORIDA** COUNTY OF **SARASOTA**

The foregoing instrument was acknowledged before me this **28th** day of **October**, 2020.

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)

~~other acceptable identification~~ **Personally known** as identification
(Type of identification)



[Signature]
Signature of Notary

Kim McGinnis
Print, Type or Stamp Name of Notary

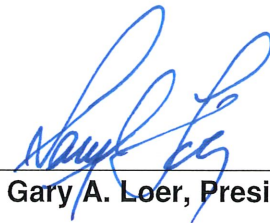
Office Manager
Title or Rank

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.

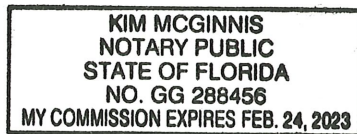
By: 
Gary A. Loer, President

Sworn and subscribed before me this
28th Day of October, 2020.


Kim McGinnis

NOTARY PUBLIC, State of FLORIDA at Large

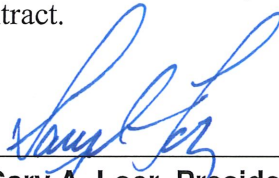
My Commission Expires: February 24, 2023
GG 288456



NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
 :
SS COUNTY OF **SARASOTA**)

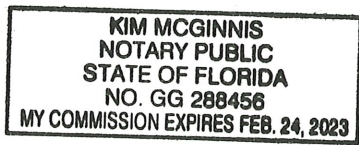
I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection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

By: 
Gary A. Loer, President

Sworn and subscribed before me this
28th day of October, 2020.


NOTARY PUBLIC, State of Florida at Large
Kim McGinnis

My Commission Expires: February 24, 2023
GG 288456



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 their bid.)

- | | | |
|-----|--|-------|
| 1. | All Contract Documents thoroughly read and understood. | [X] |
| 2. | All blank spaces in Bid 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 intact with the volume entitled "Bidding Requirements" and "Contract Forms", 1 original, and 2 flash drives as stated in the invitation to bid. | [X] |
| 12. | Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. | [X] |



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
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

2020 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P98000042047

Entity Name: D. L. PORTER CONSTRUCTORS, INC.

Current Principal Place of Business:

6574 PALMER PARK CIR
SARASOTA, FL 34238

Current Mailing Address:

6574 PALMER PARK CIR
SARASOTA, FL 34238

FEI Number: 65-0848440

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

LOER, GARY ALAN
6574 PALMER PARK CIRCLE
SARASOTA, FL 34238 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: GARY A LOER

04/03/2020

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRESIDENT
Name LOER, GARY A
Address 6574 PALMER PARK CIR
City-State-Zip: SARASOTA FL 34238

Title SECRETARY
Name CASTAGNA, COLEEN A
Address 6574 PALMER PARK CIR
City-State-Zip: SARASOTA FL 34238

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: COLEEN CASTAGNA

SECRETARY

04/03/2020

Electronic Signature of Signing Officer/Director Detail

Date

State of Florida

Department of State

I certify from the records of this office that D. L. PORTER CONSTRUCTORS, INC. is a corporation organized under the laws of the State of Florida, filed on May 7, 1998, effective May 5, 1998.

The document number of this corporation is P98000042047.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on April 3, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Third day of April, 2020*



Randy R. ...
Secretary of State

Tracking Number: 1778400896CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

PART 2

CONTRACT FORMS

CONTRACT

This Contract, made and entered into this _____ day of _____ 2020,

by and between the CITY OF KEY WEST, hereinafter called the "Owner", and _____

D.L. PORTER CONSTRUCTORS, INC.

hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid them by the Owner and of the covenants and agreements herein contained, hereby agrees at their own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB# **21-001, CABLE HUTS STABILIZATION AND REPAIR**, Key West, Florida to the extent of the Bid made by the Contractor, dated the _____ th day of _____ 2020, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, BID BOND, CONTRACT FORM, SUMMARY OF WORK, SPECIFICATIONS, DRAWINGS, GENERAL & SUPPLEMENTARY CONDITIONS OF THE CONTRACT.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within ninety (**120**) calendar days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

It is agreed that the Contract, based upon the BID, shall be fully complete within the stated number of consecutive calendar days from the date the Notice to Proceed is issued.

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of **\$250.00** per day. Sundays and legal holidays shall be included in determining days in default.

This contract will automatically expire upon completion of the project. Contractors warranty obligations remain in effect.

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

_____ Day of _____, A.D., 2020.

CITY OF KEY WEST

By (Printed Name) _____

By (Signature) _____

Title City Manager (OR DESIGNATED REPRESENTATIVE)

CONTRACTOR

By (Printed Name) Gary A. Loer

By (Signature) _____

Title President

FLORIDA PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$ _____

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

with offices, at _____

hereinafter called the CONTRACTOR, (Principal), and _____

with offices, at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST,

represented by its _____, hereinafter called the City (Obligee), in the sum of:

_____ DOLLARS (\$ _____),

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated _____, 2020, to furnish at their own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

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

1. Shall in all respects comply with the terms and conditions of said Contract and their obligation there under, including the Contract Documents (which include the permit form, coral relocation plan, specifications, and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds, and all addenda, if any, issued prior to the opening of bids),

being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

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

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

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

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

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

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument this day of _____, 2020, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____ (Seal)

_____ Attest

SURETY

By _____ (Seal)

_____ Attest

FLORIDA PAYMENT BOND

BOND NO _____

AMOUNT: \$ _____

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

with offices at _____

hereinafter called the CONTRACTOR, (Principal), and

with offices at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST,

represented by its _____, hereinafter called the City (Obligee), in the sum of:

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

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

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attached hereto, with the CITY, dated _____, 2020, to furnish at their own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and their obligation thereunder, including the Contract Documents (which include the permit form,

coral relocation plan, the specifications, and conditions prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or SUBCONTRACTORS in the prosecution of the work for said contract in accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Contract Documents and specifications accompanying the said contract shall affect said obligation of said SURETY on this Bond, and the said SURETY does hereby waive notice of any such changes, extension of time, alternations, or additions of the terms of the Contract, or to the work, to the Contract Documents, or to the specifications.

Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 2020, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____ (Seal)

Attest

SURETY

By _____ (Seal)

Attest