

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

### PROPOSAL FORM

To: The City of Key West  
Address: 1300 White Street, Key West, Florida 33040  
Project Title: **Smathers Beach Pavilions**  
ITB# 24-002

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

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

#### BIDDER'S DECLARATION AND UNDERSTANDING

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

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

#### CONTRACT EXECUTION

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 10 calendar days after the date of the Notice to proceed and to complete the project, in all respects within 180 calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$1,000.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. N/A, \_\_\_\_\_,

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

SALES AND USE TAXES

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

LUMP SUM

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

**Smathers Beach Pavilions:**

LUMP SUM REMOVAL AND REPLACEMENT OF SEVEN PAVILIONS ON SMATHERS BEACH.

\$ 239,426.61

In Words:

Two Hundred Thirty-Nine Thousand Four Hundred Twenty-Six Dollars & Sixty-One Cents

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

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

<u>General Conditions - Self Perform</u>	<u>\$52,986.71</u>
<u>Site-Work / Demolition - Self Perform</u>	<u>\$28,856.56</u>
<u>Concrete - Self Perform</u>	<u>\$4,975.89</u>
<u>Fasteners &amp; Metals - Self Perform</u>	<u>\$62,296.09</u>
<u>Carpentry &amp; Wood - Self Perform</u>	<u>\$57,761.57</u>
<u>Roofing - Lindholm Construction, Inc.</u>	<u>\$15,326.14</u>
<u>Finishes - Key West Home Improvement</u>	<u>\$17,223.66</u>

**QUALIFICATION #1:** Within the above Schedule of Values DLP has included the 5% Owner allowance requested in the general specifications noted for trade work and related materials only. The total included for the allowance is \$6,386.54.

**QUALIFICATION #2:** DLP has included all-risk "Builders Risk Coverage" as required within the general specifications at a cost to the City of \$18,428.86, which includes wind. If wind coverage is not necessary a savings of \$17,000.00 is available.

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:

Lindholm Construction, Inc. Roofing

Name

88005 Overseas Highway , Islamorada , FL , 33036  
Street City State Zip

Professional Plastering Designs, Inc. Painting/Staining

Name

5409 Overseas Highway , Marathon , FL , 33050  
Street City State Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
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** \_\_\_\_\_, **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** \_\_\_\_\_  
**Coleen Castagna, Corporate Secretary** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
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 4th day of January 2024.

(SEAL)

D.L. Porter Constructors, Inc.

Name of Corporation

By

Gary A. Loer, President

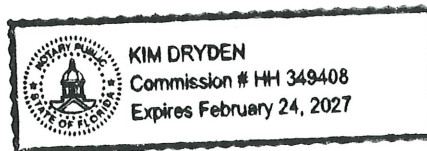
Title

Attest Coleen Castagna, Corporate Secretary

Sworn and subscribed before this 4th day of January, 2024

NOTARY PUBLIC, State of FLORIDA, at Large

My Commission Expires: February 24, 2027



Kim Dryden  
Kim Dryden

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**2023 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

01/23/2023

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

CORPORATE  
SECRETARY

01/23/2023

Electronic Signature of Signing Officer/Director Detail

Date







**RELEVANT EXPERIENCE**  
**MONROE COUNTY, 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 <a href="mailto:management@1800atlantickw.com">management@1800atlantickw.com</a> 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 Sypprett <a href="mailto:tsypprett@daiquirideck.net">tsypprett@daiquirideck.net</a> 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 <a href="mailto:kolson@cityofkeywest.com">kolson@cityofkeywest.com</a> 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 <a href="mailto:danielle@kielycommercial.com">danielle@kielycommercial.com</a> 711 S Howard Ave., Suite 200 Tampa, FL 33606	(813) 490-6625 Office (813) 230-1968 Cell	\$ 2,545,711.00
Department of Juvenile Justice 5503 College Road Key West, FL 33040	Monroe County Board of County Commissioners 5100 College Road Key West, FL 33040		\$ 551,437.04
	William P Horn Architect Bill Horn <a href="mailto:wphorn@aol.com">wphorn@aol.com</a> 410 Angela St. Key West, FL 33040	(305) 296-8302 Office	



**RELEVANT EXPERIENCE**  
**MONROE COUNTY, FL**

<u>PROJECT</u>	<u>OWNER</u>	<u>PHONE</u>	<u>CONTRACT</u>
El Rancho Motel (Silver Palms) 830 Truman Ave. Key West, FL 33040	Tejas Inc. dba El Rancho Motel Tejas Soni <a href="mailto:tejnut2@gmail.com">tejnut2@gmail.com</a> 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 <a href="mailto:dsolaz2@earthlin.net">dsolaz2@earthlin.net</a> 178 Myrtle Blvd. Larchmont, NY 10538	(914) 794-5909 Office (941) 928-5189 Cell	\$ 3,563,082.00
Florida Keys Community College Physical Dev. Bldg & Pool Complex 5901 College Road Key West, FL 33040	The College of the Florida Keys Doug Pryor <a href="mailto:douglas.pryor@fkcc.edu">douglas.pryor@fkcc.edu</a> 5901 College Road Key West, FL 33040	(305) 809-3184 Cell	\$ 4,686,000.00
Florida Keys Marathon Airport - Rental Car Wash Facility	Monroe County Board of County Commissioners Beth Leto <a href="mailto:leto-beth@monroecounty-fl.gov">leto-beth@monroecounty-fl.gov</a> 5100 College Road Key West, FL 33040  McFarland Johnson 2409 N Roosevelt Blvd, Suite 4 Key West, FL 33040	(305) 809-5239 Office	\$ 1,204,965.88
Florida Keys SPCA New Facility 5711 Colleve Road Key West, FL 33040	Florida Keys SPCA Jane Dawkins <a href="mailto:jane@fkspca.org">jane@fkspca.org</a> 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 <a href="mailto:tjustice@cityofkeywest-fl.gov">tjustice@cityofkeywest-fl.gov</a> PO Box 1409 Key West, FL 33040	(305) 809-3943 Office (305) 304-4799 Cell	\$ 2,440,143.40



**RELEVANT EXPERIENCE**  
**MONROE COUNTY, FL**

<u>PROJECT</u>	<u>OWNER</u>	<u>PHONE</u>	<u>CONTRACT</u>
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 <a href="mailto:bbender@benderarchitects.com">bbender@benderarchitects.com</a> 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 <a href="mailto:swilson@meisel-cohen.com">swilson@meisel-cohen.com</a> 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 <a href="mailto:jose@gonzalez-architects.com">jose@gonzalez-architects.com</a> 14 NW First Ave., Suite 909 Miami, FL 33132	(305) 455-4216 (912) 313-2910	Office Cell
Key West Airport Customs Facility Termial Annex Repairs	Monroe County Board of County Commissioners Beth Leto <a href="mailto:leto-beth@monroecounty-fl.gov">leto-beth@monroecounty-fl.gov</a> 5100 College Road Key West, FL 33040	(305) 809-5239	Office \$ 2,931,223.00
	McFarland Johnson 2409 N Roosevelt Blvd, Suite 4 Key West, FL 33040		



**RELEVANT EXPERIENCE**  
**MONROE COUNTY, FL**

<u>PROJECT</u>	<u>OWNER</u>	<u>PHONE</u>	<u>CONTRACT</u>
Key West Airport Departure Hall Reno	<p>Monroe County Board of County Commissioners Beth Leto <a href="mailto:leto-beth@monroecounty-fl.gov">leto-beth@monroecounty-fl.gov</a> 5100 College Road Key West, FL 33040</p> <p>Jacobs 3750 NW 87th Ave. Miami, FL 33178</p>	(305) 809-5239	Office \$ 1,896,219.91
Key West Airport Storage Maintenance Facility	<p>Monroe County Board of County Commissioners Beth Leto <a href="mailto:leto-beth@monroecounty-fl.gov">leto-beth@monroecounty-fl.gov</a> 5100 College Road Key West, FL 33040</p> <p>McFarland Johnson 2409 N Roosevelt Blvd, Suite 4 Key West, FL 33040</p>	(305) 809-5239	Office \$ 2,375,633.00
Key West Fire Station #2 616 Simonton Street Key West, FL 33040	<p>City of Key West Terrence Justice <a href="mailto:tjustice@cityofkeywest-fl.gov">tjustice@cityofkeywest-fl.gov</a> PO Box 1409 Key West, FL 33040</p>	(305) 809-3943 (305) 304-4799	Office Cell \$ 6,326,649.29
KW Light Station Renovation 938 Whitehead Street Key West, FL 33040	<p>Monroe County Board of County Commissioners 5100 College Road Key West, FL 33040</p> <p>Bender &amp; Associates Architects Bert Bender <a href="mailto:bbender@benderarchitects.com">bbender@benderarchitects.com</a> 410 Angela St. Key West, FL 33040</p>	(305) 296-1347	Office \$ 757,767.90
KWHA Senior Citizens Concrete Repair 1400 Kennedy Dr. Key West, FL 33040	<p>Key West Housing Authority Larry Keys <a href="mailto:keys1@kwha.org">keys1@kwha.org</a> 1400 Kennedy Dr. Key West, FL 33040</p>	(305) 296-5621 (305) 731-0036	Office Cell \$ 7,841,206.00



**RELEVANT EXPERIENCE**  
**MONROE COUNTY, FL**

<u>PROJECT</u>	<u>OWNER</u>	<u>PHONE</u>	<u>CONTRACT</u>
Mallory Wharf Refurbishment	City of Key West Terrance Justice <a href="mailto:tjustice@cityofkeywest-fl.gov">tjustice@cityofkeywest-fl.gov</a> PO Box 1409 Key West, FL 33041-1409	(305) 809-3943	\$ 294,655.53
Mariners Cove Apts 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 <a href="mailto:mspotto@keysmosquito.org">mspotto@keysmosquito.org</a> 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 Cerce <a href="mailto:stretch@ifeelgreat.com">stretch@ifeelgreat.com</a> PO Box 520A Villanova, PA 19085	(610) 520-1890 (215) 429-5555	Office Cell \$ 1,783,117.00
Santa Maria Hotel 1401 Simonton St. Key West, FL 33040	Santa Maria Sales Office Ralph Sanchez <a href="mailto:c21rjsanchez@aol.com">c21rjsanchez@aol.com</a> 1401 Simonton St. Key West, FL 33040	(305) 296-5678 (305) 304-0090	Office Cell \$ 13,635,465.45
Smathers Beach Bathroom 2601 S Roosevelt Blvd Key West, FL 33040	City of Key West Terrence Justice <a href="mailto:tjustice@cityofkeywest-fl.gov">tjustice@cityofkeywest-fl.gov</a> PO Box 1409 Key West, FL 33040	(305) 809-3943 (305) 304-4799	Office Cell \$ 662,194.85



**RELEVANT EXPERIENCE**  
**MONROE COUNTY, FL**

<u>PROJECT</u>	<u>OWNER</u>	<u>PHONE</u>	<u>CONTRACT</u>
Southernmost on the Beach (Atlantic Shores) Southernmost Gingerbread House	Southernmost Beach Motel, Ltd. Dale Rands 1319 Duval St. Key West, FL 33040	(248) 321-5900 (248) 762-5595	Office Cell \$ 19,755,609.05
Southernmost Restroom Renovations Southernmost Pier 1319 Duval St Key West, FL 33040			
Staybridge Suites 301 E Bay Street Savannah, GA 31401	Savannah Hospitality Group, LLC James Holt <a href="mailto:jsh@clarksonfl.com">jsh@clarksonfl.com</a> 3100 University Blvd. S., Suite200 Jacksonville, FL 32216	(904) 359-0045	Office \$ 8,187,718.00
Truman Hotel 611 Truman Ave. Key West, FL 33040	Truman Hotel, Inc. William O. Kemp, President <a href="mailto:william@pinewood.consulting">william@pinewood.consulting</a>	(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 <a href="mailto:tjustice@cityofkeywest-fl.gov">tjustice@cityofkeywest-fl.gov</a> 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 <a href="mailto:tjustice@cityofkeywest-fl.gov">tjustice@cityofkeywest-fl.gov</a> PO Box 1409 Key West, FL 33040	(305) 809-3943 (305) 304-4799	Office Cell \$ 3,664,721.00



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 Contract Documents, entitled:

**ITB # 24-002 / SMATHERS BEACH PAVILIONS**

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 4 day of January, 2024.

PRINCIPAL D.L. Porter Constructors, Inc.

*Cole Carb*  
By

STATE OF \_\_\_\_\_ )  
: SS  
COUNTY OF \_\_\_\_\_ )

Liberty Mutual Insurance Company  
SURETY

*Alyson Carmichael*  
By Alyson Carmichael, Attorney-in-Fact





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: 8209114-986810

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, Alyson Carmichael; John A. Martinez; Paul Messenger

all of the city of Spring state of TX 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 9th day of December, 2022.



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.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 9th day of December, 2022 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 Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
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 4th day of January, 2024.



By: Renee C. Llewellyn, Assistant Secretary





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 #24-002 Smathers Beach Pavilions**

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.)

*Gary A. Loer*  
(Signature) **Gary A. Loer, President**

January 4, 2024  
(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 4th day of January, 2024.

My commission expires: **February 24, 2027**

*Kim Dryden*  
NOTARY PUBLIC



**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:     **January 4, 2024**

**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. Principal 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 principal 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: (941) 929-9400

1805 Staples Avenue, Suite 103  
Current Local Address: Key West, FL 33040 Fax: \_\_\_\_\_  
(P.O Box numbers may not be used to establish status)

Length of time at this address: Four (4) Years  
[Signature] Date: January 4, 2024

Signature of Authorized Representative

STATE OF FLORIDA COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 4th day of January, 2024.

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 \_\_\_\_\_ as identification  
(Type of identification)



[Signature]  
Signature of Notary

Kim Dryden HH 349408  
Print, Type or Stamp Name of Notary

My Commission Expires: 2/24/2027  
Title or Rank

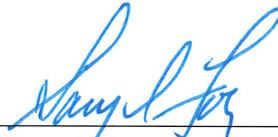
Return Completed form with Supporting documents to: City of Key West Purchasing



EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA )  
 : SS  
COUNTY OF SARASOTA )

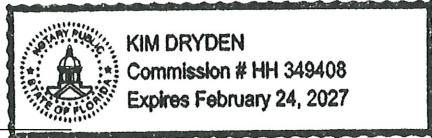
I, the undersigned hereby duly sworn, depose and say that the firm of D.L. Porter Constructors, Inc. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By:   
Gary A. Loer, President

Sworn and subscribed before me this  
4th Day of January, 2024.



Kim Dryden



NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires: February 24, 2027



**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name:   **D.L. Porter Constructors, Inc.**    
Vendor FEIN:   **65-0848440**    
Vendor's Authorized Representative Name and Title:   **President**    
Address:   **6574 Palmer Park Circle**    
City:   **Sarasota**   State:   **FL**   Zip:   **34238**    
Phone Number:   **(941) 929-9400**    
Email Address:   **garyloer@dlporter.com**  

SECTION 287.135(2)(A), FLORIDA STATUTES, PROHIBITS A COMPANY FROM BIDDING ON, SUBMITTING A PROPOSAL FOR, OR ENTERING INTO OR RENEWING A CONTRACT FOR GOODS OR SERVICES OF ANY AMOUNT IF, AT THE TIME OF CONTRACTING OR RENEWAL, THE COMPANY IS ON THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST, CREATED PURSUANT TO SECTION 215.4725, FLORIDA STATUTES, OR IS ENGAGED IN A BOYCOTT OF ISRAEL. SECTION 287.135(2)(B), FLORIDA STATUTES, FURTHER PROHIBITS A COMPANY FROM BIDDING ON, SUBMITTING A PROPOSAL FOR, OR ENTERING INTO OR RENEWING A CONTRACT FOR GOODS OR SERVICES OVER ONE MILLION DOLLARS (\$1,000,000) IF, AT THE TIME OF CONTRACTING OR RENEWAL, THE COMPANY IS ON EITHER THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST, BOTH CREATED PURSUANT TO SECTION 215.473, FLORIDA STATUTES, OR THE COMPANY IS ENGAGED IN BUSINESS OPERATIONS IN CUBA OR SYRIA.

AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF RESPONDENT, I HEREBY CERTIFY THAT THE COMPANY IDENTIFIED ABOVE IN THE SECTION ENTITLED "RESPONDENT VENDOR NAME" IS NOT LISTED ON EITHER THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST, SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST I UNDERSTAND THAT PURSUANT TO SECTION 287.135, FLORIDA STATUTES, THE SUBMISSION OF A FALSE CERTIFICATION MAY SUBJECT SUCH COMPANY TO CIVIL PENALTIES, ATTORNEY'S FEES, AND/OR COSTS AND TERMINATION OF THE CONTRACT AT THE OPTION OF THE AWARDING GOVERNMENTAL ENTITY.

CERTIFIED BY:   **Gary A. Loer, President**  ,  
*PRINT NAME* *PRINT TITLE*

WHO IS AUTHORIZED TO SIGN ON BEHALF OF THE ABOVE REFERENCED COMPANY.

Authorized Signature:     .

## 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. [ ✓ ]
2. All blank spaces in Bid filled in, using blue ink. [ ✓ ]
3. Total and unit prices added correctly and attached Schedule of Values [ ✓ ]
4. Addenda acknowledged. [ ✓ ]
5. Subcontractors are named as indicated in the Bid. [ ✓ ]
6. Experience record included. [ ✓ ]
7. Bid signed by authorized officer and notarized. [ ✓ ]
8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. [ ✓ ]
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. [ ✓ ]
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. [ ✓ ]
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. [ ✓ ]
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. [ ✓ ]

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**PART 2**

**CONTRACT FORMS**

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**CONTRACT**

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024,  
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 him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB # 24-002 Smathers Beach Pavilions Key West, Florida to the extent of the Bid made by the Contractor, dated the 4th day of January 2024, 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 180 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 \$1,000.00 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., 2024.

CITY OF KEY WEST

\_\_\_\_\_  
By  
City Manager  
Title

\_\_\_\_\_  
Attest

CONTRACTOR

\_\_\_\_\_  
By **Gary A. Loer**  
**President**  
Title

\_\_\_\_\_  
Attest **Coleen Castagna, Corporate Secretary**

**FLORIDA PERFORMANCE BOND**

BOND NO. \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that in accordance with Florida Statutes Section 255.05, \_\_\_\_\_ **D.L. Porter Constructors, Inc.** \_\_\_\_\_

with offices, at 6574 Palmer Park Circle, Sarasota, FL 34238 \_\_\_\_\_

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 \_\_\_\_\_, 2024, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

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

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation 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, his agents or employees, in the execution or performance of said Contract; and

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

**AND**, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract Documents, or to the work to be performed, or materials to be furnished 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 \_\_\_\_\_, 2024, 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

**D.L. Porter Constructors, Inc.**

By: \_\_\_\_\_ (Seal)  
**Gary A. Loer, President**

\_\_\_\_\_ Attest  
**Coleen Castagna, Corporate Secretary**

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, \_\_\_\_\_ **D.L. Porter Constructors, Inc.** \_\_\_\_\_

with offices at \_\_\_\_\_ **6574 Palmer Park Circle, Sarasota, FL 34238** \_\_\_\_\_

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

**SMATHERS BEACH PAVILIONS #24-002**

attached hereto, with the CITY, dated \_\_\_\_\_, 2024, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the 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 his 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 \_\_\_\_\_, 2024, 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.

**D.L. Porter Constructors, Inc.**  
Contractor

\_\_\_\_\_  
(Seal)  
By **Gary A. Loer, President**

\_\_\_\_\_  
Attest **Coleen Castagna, Corporate Secretary**

SURETY

\_\_\_\_\_  
(Seal)  
By

\_\_\_\_\_  
Attest

**CERTIFICATE OF LIABILITY INSURANCE**

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

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

PRODUCER <b>Marsh &amp; McLennan Agency</b> Bouchard Region 101 N Starcrest Dr Clearwater, FL 33765	CONTACT NAME: <b>Certificate Specialist</b>
	PHONE (A/C, No, Ext): <b>727 447-6481</b> FAX (A/C, No): <b>727-449-1267</b> E-MAIL ADDRESS: <b>certificates@bouchardinsurance.com</b>
INSURED  <b>D L Porter Constructors, Inc.</b> 6574 Palmer Park Circle Sarasota, FL 34238-2777	INSURER(S) AFFORDING COVERAGE      NAIC #
	INSURER A : <b>Mesa Underwriters Specialty Insurance C</b> <b>36838</b>
	INSURER B : <b>Palomar Excess and Surplus Ins Co</b> <b>16754</b>
	INSURER C : <b>Amerisure Mutual Insurance Company</b> <b>23396</b>
	INSURER D : <b>Infinity Assurance Insurance Company</b> <b>39497</b>
	INSURER E : INSURER F :

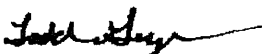
**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	MP0082001007240	01/01/2024	01/01/2025	EACH OCCURRENCE      \$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)      \$100,000
							MED EXP (Any one person)      \$5,000
							PERSONAL & ADV INJURY      \$1,000,000
							GENERAL AGGREGATE      \$2,000,000
							PRODUCTS - COMP/OP AGG      \$2,000,000
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			50000810401	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident)      \$1,000,000
							BODILY INJURY (Per person)      \$
							BODILY INJURY (Per accident)      \$
							PROPERTY DAMAGE (Per accident)      \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	Y	Y	PESXS010861	01/01/2024	01/01/2025	EACH OCCURRENCE      \$5,000,000
							AGGREGATE      \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?    Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input checked="" type="checkbox"/> Y    N/A		Y	WC208074512	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT      \$1,000,000
							E.L. DISEASE - EA EMPLOYEE      \$1,000,000
							E.L. DISEASE - POLICY LIMIT      \$1,000,000
C	Leased/Rented Equipment			IM205936416	01/01/2024	01/01/2025	\$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**If required by written contract, Certificate Holder is an additional insured with respect to General Liability (including ongoing and completed operations), and Umbrella Liability, subject to the terms, conditions and exclusions of the policies.**

When required by written contract, waiver of subrogation applies in favor of Certificate Holder with (See Attached Descriptions)

CERTIFICATE HOLDER  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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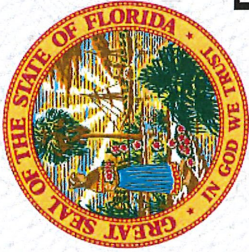
## DESCRIPTIONS (Continued from Page 1)

respect to General Liability, Umbrella Liability, and Workers  
Compensation, subject to the terms, conditions and exclusions of the policy.

Coverage is primary as respects to General Liability and Umbrella Liability; and non  
contributory as subject to the terms, conditions and exclusions of your policy.

Umbrella follows form.

Proprietors/Partners/Executive Officers/Members Excluded:  
Gary Loer, President



Ron DeSantis, Governor

Melanie S. Griffin, 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, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://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.

# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

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

Business Name D L PORTER CONSTRUCTORS INC  
Location Addr 1805 STAPLES AVE 103  
Lic NBR/Class LIC2019-000387 CONTRACTOR DBPR STATE CERTIFIED  
Issued Date 7/25/2023 **Expiration Date: September 30, 2024**  
GENERAL CONTRACTOR

Comments:

Restrictions: CGCA51066 (08/31/24) SEE AEC-2196

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

This document must be prominently displayed.

GARY LOER

RECEIVED

JUL 31 2023

D.L. Porter Constructors, Inc.

**2023 / 2024  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2024**

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 120-22-00006628 07/21/2023 50.00

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

**Sam C. Steele, CFC, Tax Collector**  
**PO Box 1129, Key West, FL 33041**

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

**MONROE COUNTY BUSINESS TAX RECEIPT**  
P.O. Box 1129, Key West, FL 33041-1129  
EXPIRES SEPTEMBER 30, 2024

Business Name: D L PORTER CONSTRUCTORS INC

RECEIPT# 30140-60602

Owner Name: GARY A LOER  
Mailing Address: 6574 PALMER PARK CIR  
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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 120-22-00006628 07/21/2023 50.00