

Invitation to Bid

For

907 Caroline Street New Commercial Building Construction

CITY OF KEY WEST

ITB No. 26 – 001



Due Date:

February 10, 2026

Mayor, Danise Henriquez

City Manager, Brian L. Barroso

Key West City Commissioners

Commissioner, Monica Haskell, District 1

Commissioner, Lissette Carey, District 4

Commissioner, Samuel Kaufman, District 2

Commissioner, Gregory Veliz, District 5

Commissioner, Donald "Donie" Lee, District 3

Commissioner, Aaron Castillo, District 6

Prepared by:

Lucas Torres-Bull

Engineering Department



INVITATION TO BID
CITY OF KEY WEST - PURCHASING OFFICE
1300 White Street, Key West, Florida 33040

Solicitation Data

Request Number: ITB 26-001

Title: 907 Caroline Street New Commercial Building Construction

Description: The project consists of the construction of a new two-story commercial building located at **907 Caroline Street, Key West, Florida**. Work includes all labor, materials, equipment, and services necessary to complete the facility as shown in the 100% submittal construction plans.

Contact: Lucas Torres-Bull, Procurement Manager
Phone: (305) 809-3807
Email: lucas.torresbull@cityofkeywest-fl.gov

Issue Date: January 8, 2026

Mail or Deliver Responses To: City Clerk
City of Key West
1300 White Street
Key West, FL 33040

Clarification Submittal Deadline: January 16, 2026, 3 P.M. LOCAL TIME

Clarification Response Deadline: January 20, 2026, 3 P.M. LOCAL TIME

Responses Deadline Date: February 10, 2026, 2 P.M. LOCAL TIME

Advertising and Notice. This solicitation will be advertised in accordance with § 255.0525, Fla. Stat.: at least 21 days before bid opening for projects over \$200,000 (and 30 days for projects over \$500,000), and at least 5 days before any pre-bid conference. Posting and any addenda will be made through the City's noticed platforms consistent with this statute.

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GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

(i) We/Us/Our/City

These terms refer to the City of Key West, Florida, a Florida municipal corporation. They may also be used as pronouns for various subsets of the City organization as content will indicate.

Finance-Division

The Division is responsible for handling procurement related issues within the City.

Departments

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought, including, without limitation.

Authorized Representative

The user Department's contacts for interaction regarding contract administration.

(ii) You/Your

The term refers to the person(s) or entity(ies) submitting a proposal in response to this RFQ/RFP/ITB, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Proposer will have different obligations than "you" as a Successful Proposer will have upon awarding of this contract.

Proposer/Consultant/Submitter

Any person(s) and/or business entity(ies) submitting a response to this solicitation.

Successful Proposer/ Consultant/Submitter

The Proposer whose Proposal to this solicitation is deemed to be the most advantageous to the City. A Proposer will be approved for award by the City Commission, and a contract will be executed for the provisions of the goods and/or services specified in this RFQ/RFP/ITB.

(iii) Proposals/ Submittals

The written, sealed document submitted by the Proposer in response to this RFQ/RFP/ITB. Any verbal interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

1.2 CLARIFICATION/ QUESTIONS

The City reserves the right to request clarification on information submitted by any Proposer after the deadline for receipt of submittals. Questions from potential and/or actual respondents regarding this RFQ/RFP/ITB shall be directed in writing by email, to the Procurement Contact email address specified on the title page.

Answers, citing the question but not identifying the questioner, will be publicly noticed, and distributed simultaneously to all known prospective Proposers.

(i) Written Addenda

If it becomes evident that this RFQ/RFP/ITB must be amended, we will issue a formal written addendum to all registered prospective Proposers via Demand Star. Addendum will be uploaded to Demand Star, available via link on the City's webpage. If necessary, a new RFQ/RFP/ITB opening date may be established by addendum.

1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by Proposers for the preparation of a Proposal related to this procurement, or for any negotiations related to potential award of the Contract.

1.4 EXAMINATION OF DOCUMENTS

The Proposer must thoroughly examine each section of this RFQ/RFP/ITB. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification by written request to the Procurement Contact. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Finance Division as having received the RFQ/RFP/ITB documents. No person is authorized to give oral interpretations of or make oral changes to the RFQ/RFP/ITB. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

1.5 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after the RFQ opening, whichever is earlier, any material submitted in response to this RFQ/RFP/ITB will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.6 WITHDRAWAL OF PROPOSAL

A Proposer may, without prejudice, withdraw, modify, or correct the Proposal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the time for opening the submittals. No oral modifications will be considered.

1.7 RIGHT TO REJECT

The City reserves the right to reject any and/or all submittals or sections thereof, and/or waive any irregularities, informalities, and/or technical deficiencies. The City shall not be required to accept the minimum specifications stated herein or provided but reserves the right to accept any submittal that, in the judgment of the City, will best serve the needs and interests of the City. The offering of this RFQ/RFP/ITB does not, itself, in any way constitute a contractual agreement between the City of Key West and any Proposer. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Proposer and the City of Key West. Furthermore, the City reserves the right to award without further discussion.

1.8 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance of the services offered in this Proposal prior to delivery, it shall be the responsibility of the Proposer to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

1.9 SUBMISSION OF PROPOSAL

(i) **Incurred Expenses**

The City is not responsible for any expenses which Proposers may incur for preparing and submitting Proposals called for in this RFQ/RFP/ITB.

(ii) **Interviews**

The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs whatsoever incurred by the Proposer in connection with such interviews/presentations, including, but not limited to travel and accommodation.

(iii) **Request for Modifications**

The City reserves the right to request that the Proposers(s) modify a submittal to more fully meet the needs of the City.

(iv) **Bid Acknowledgment**

By submitting a Proposal, the Proposer/Proposer certifies that he/she/it has fully read and understood the solicitation method and has full knowledge of the scope, nature, and quality of work to be performed.

(v) **Acceptance/Rejection/Modification
To Submittals**

The City reserves the right to negotiate modifications to this RFQ/RFP/ITB that it deems acceptable, reject any and all Proposals for any reason whatsoever, and waive minor irregularities in any submittal.

(vi) **Submittals Binding**

All Proposals submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

(vii) **Alternate Proposals/ Statement/ Proposals**

Alternate Proposals and/or statements will not be considered or accepted by the City.

(viii) **Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposers' ability to fulfill the requirements of the Proposal.

(ix) **Proprietary Information**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that RFQ/RFP/ITB and the corresponding responses are in the public domain and subject to disclosure. However, the Proposers are required to identify with specificity any information contained in their Proposals which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

All Proposals received from Proposers in response to this RFQ/RFP/ITB shall become the property of the City of Key West and shall not be returned to the Proposer. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.10 COMPLIANCE WITH ORDERS AND LAWS

Successful Proposers shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFQ/RFP/ITB and subsequent contracting including, but not limited to:

Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)

Occupational, Safety and Health Act (OSHA)

The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes

Environment Protection Agency (EPA)

Uniform Commercial Code (FL Statutes, Chapter 672)

American with Disabilities Act of 1990, as amended.

National Institute of Occupational Safety Hazards (NIOSH)

National Forest Products Association (NFPA)

State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code

U.S. Department of Transportation

City of Key West, City Ordinance Sec 2-766-2-845

Cone of Silence, City of Key West Code of Ordinances

The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer, including, but not limited to, City Commission members, of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Proposer, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future Proposals for goods or services to City. The term "Proposer," as used in this section specifically includes any person or entity making and submitting a Proposal to the City for the provision of goods and/or services to City.

Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

1.11 CONE OF SILENCE

Notwithstanding any other provision in the specifications, the provisions of Section 2-773 Cone of Silence, 2-289 Conflict of Interest and 4.10 Disclosure of Financial Interest by Officers and Employees are applicable to this transaction.

The Cone of Silence shall be imposed on this RFQ/RFP/ITB upon its advertisement. The Cone of Silence prohibits the following activities:

Prohibited communications. A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:

- (1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;
- (2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;
- (3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and
- (4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.

(c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:

- (1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;
- (2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.
 - (A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.
 - (B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;
- (3) Oral communications at duly noticed pre-bid conferences;
- (4) Oral presentations before publicly noticed evaluation and/or selection committees;
- (5) Contract discussions during any duly noticed public meeting;

(6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;

(7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or

(8) Purchases exempt from the competitive process pursuant to [section 2-797](#) of these Code of Ordinances;

(d) *Procedure.*

(1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by [section 2-826](#) of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

(2) The cone of silence shall terminate:

(A) At the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.

(B) At the deadline for submission of responses to the solicitation if only one vendor has responded.

(3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) *Violations/penalties and procedures.*

(1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in [section 1-15](#) of this Code.

(2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.

(3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.

(4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.

(5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code [section 2-834](#) that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section.

1.12 SUNSHINE LAW

As a Florida municipal corporation, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Proposal, Proposer acknowledges that the materials submitted with the Proposal and the results of the City of Key West evaluations are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its Proposal.

1.13 CANCELLATION

In the event any of the provisions of this RFQ/RFP/ITB are violated by the Awarded Proposer, the City Manager shall give written notice to the Awarded Proposer stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

1.14 ASSIGNMENT

The Awarded Proposer shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Key West.

1.15 PROPERTY

Property owned by the City of Key West is the responsibility of the City of Key West. Such property furnished for repair, modification, study, etc., shall remain the property of the City of Key West. Damages to such property occurring while in the possession of the Awarded Proposer shall be the responsibility of the Awarded Proposer.

1.16 TERMINATION FOR DEFAULT

If the Awarded Proposer defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the City may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Awarded Proposer shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Awarded Proposer was not in default or (2) the Awarded Proposer's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

In addition to default, grounds for termination include but are not limited to:

- A. Awarded Proposer's persistent failure to perform the work in a timely manner or meet quality requirements;
- B. Awarded Proposer's violation of federal, state, or local laws or regulations;
- C. Awarded Proposer's failure to maintain required insurance or licenses; and
- D. Awarded Proposer's disregard of laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction.

1.17 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract that may result from this RFQ/RFP/ITB, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination. The City shall not be liable for consequential or indirect damages arising from termination.

1.18 ANTI-TRUST PROVISION

At such times, as may serve its best interest, the City reserves the right to advertise for, receive, and award additional contracts for these herein items, and to make use of other competitive proposal (government) contracts for the purchase of these goods and/ or services as may be available.

1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION

The Upon award recommendation or thirty (30) days after the opening of RFQ/RFP/ITB responses, whichever is earlier, any material submitted in response to this Request for Proposals will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the Request for Proposals by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Awarded Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Proposer which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Proposer shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes.

1.20 CAPITAL EXPENDITURES

Awarded Proposer understands that any capital expenditures that the Awarded Proposer makes, or prepares to make, in order to perform the services required by the City of Key West, is a business risk which the Awarded Proposer must assume. The City of Key West will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Proposer. If Awarded Proposer has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Key West.

1.21 GOVERNING LAW AND VENUE

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that any administrative or legal action, or mediation, arising out of this Contract shall take place in Monroe County, Florida.

1.22 ATTORNEY FEES

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will pay its' attorney's fees.

1.23 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Key West and Awarded Proposer/Proposer, or to create any other similar relationship between the parties.

1.24 TERMS AND CONDITIONS OF AGREEMENT

The Agreement to be entered into with the Awarded Proposer, in substantially the form attached hereto as Exhibit "A", shall include, but not be limited to, the following terms and conditions:

- A. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City of Key West, Florida (the "City"), and the City's officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees and costs (including appellate fees and costs), but only to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the Work (including Contractor's subcontractors of any tier and persons directly or indirectly employed by any of them).

This indemnification obligation is limited to Contractor's proportionate fault and shall not be construed to require Contractor to indemnify or hold harmless the City, or the City's officers or employees, for any liability, damages, losses, or costs to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the City or of any other person or entity not employed or utilized by Contractor in the performance of the Work.

No Duty to Defend. Nothing in this section shall be construed to impose upon Contractor any duty to defend the City.

This section is intended to comply with section 725.06(2)–(3), Florida Statutes, and shall be interpreted and enforced consistent with that statute.

Nothing in this section shall be construed as a waiver of the City's sovereign immunity or limits of liability under section 768.28, Florida Statutes, or other applicable law.

Contractor's obligations under this section shall survive final payment and termination or expiration of the Contract.

- B. The Awarded Proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product, or device which is the subject of patent rights or copyrights. Awarded Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City, which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Proposer shall pay all damages and costs awarded against the City.
- C. An understanding and agreement, by and between the Awarded Proposer and the City, that the completion time as specified in Awarded Proposer's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

1.25 EQUAL BENEFITS FOR DOMESTIC PARTNERS FOR PROCURED PROJECTS

Awarded Proposer will be required to comply with Ordinance Sec 2-799 –Provide Equal Benefits for Domestic Partners.

1.26 LIMITATION ON USE OF OFFICIAL SEAL

It shall be unlawful and a violation of this section for any person, firm, corporation or other legal entity to print for the purpose of sale or distribution or circulate, manufacture, publish, use, display, or offer for sale any letters, papers, documents, or items of merchandise which simulates the official seal of the City or the stationery or a real or fictitious agency, department or instrumentality of the City without the expressed written authority of the City Commission or its designee. The unauthorized use shall be punishable as provided in F.S. §§ 775.082 and 775.083.

PART 1

BIDDING REQUIREMENTS



City of Key West
Invitation to Bid
907 Caroline Street New Commercial Building Construction
ITB No. 26-001

NOTICE: Pursuant to Sec. 2-770 of the City’s Code of Ordinance, the City of Key West Caroline Street and Bahama Village Community Redevelopment Agency (CRA) (‘hereinafter referred to as the “City”’) will accept sealed bids for consideration to provide the services detailed in the scope of services listed below, bids shall be received until **2:00 P.M. on February 10, 2026**. The submittals shall be clearly marked **“ITB No. 26-001 – 907 Caroline Street New Commercial Building Construction.”**

All submittals shall be publicly opened and recorded on February 10, 2026, at 2:00 P.M.* Late submittals shall **not** be accepted or considered.

Please submit one (1) original and (2) two flash drives with one single PDF file of the entire bid package on each flash drive. Bid packages are to be enclosed in sealed envelopes, clearly marked on the outside **“Sealed Bids for ITB No. 26-001 – 907 Caroline Street New Commercial Building Construction”** addressed and delivered to the City Clerk at the address noted above.

Solicitations may be found via the City of Key West website (www.cityofkeywest-fl.gov) under Finance and via [Onvia DemandStar](#), the central notification systems which provide bid notification services to interested vendors. To obtain the solicitation, interested parties must follow the link and register to be able to download the document.

The City of Key West reserves the right to accept any bid deemed to be in the best interest of the City or to waive any irregularity in any submittal. The City may reject any or all bids and re-advertise.

Each response must be submitted on the prescribed form and accompanied by a 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 bid amount.

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 they are 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 ten (10) days following the Notice of Award and must demonstrate that they hold at a minimum, the following licenses & certificates.

- A. City of Key West Business Tax License Receipt
- B. A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida.
- C. A valid occupational license issued by the City of Key West, Florida

All bid bonds, insurance contracts, and Certificates of Insurance (COI) 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 is awarded for the work contemplated herein, the City will conduct such an 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 Lucas Torres-Bull, Procurement Manager, at lucas.torresbull@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 they are in compliance with the licensing requirements of the County and City as would be required within ten (10) days of the award. The successful Bidder must also be able to satisfy the City's 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

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.

GENERAL DESCRIPTION OF THE PROJECT

The project consists of the construction of a new two-story commercial building located at **907 Caroline Street, Key West, Florida**. Work includes all labor, materials, equipment, and services necessary to complete the facility as shown in the 100% submittal construction plans. Major components of the work include site preparation; erosion and sediment control; utility connections and underground services; grading and drainage improvements; concrete foundations and auger-cast piles; structural framing; exterior envelope systems; windows and doors; interior build-out; mechanical, electrical, and plumbing systems; and all associated civil, architectural, and structural work required for a complete and operational commercial building. The Contractor shall perform all work in accordance with the plans, specifications, applicable codes, and permitting requirements.

QUALIFICATION OF BIDDERS

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

BIDDER'S UNDERSTANDING

Each Bidder must inform themselves of the conditions relating to the execution of the work, and it is assumed that they 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. The Bidder is responsible for verifying, to their complete satisfaction, all information related to the 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 the City 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.

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 line 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.

The Bidder shall submit a Schedule of Values with their bid. It shall be broken down by trade/type of work and include the cost of all labor & materials for use as a basis for payment.

PREPARATION OF BIDS

A. GENERAL

All blank spaces in the Bid Form must be filled in, as required, preferably in black ink or typewritten. 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 the 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 on behalf of the partnership. If the 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 the 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 addition to Article 39; *Ordinances, Permits, And Licenses*, as set forth in the General Conditions.

The Bidder shall submit with their bid, experience records showing their experience and expertise in the specified work. Such experience records shall provide at least five current or recent projects (within the past 5 years) of similar work, within the State of 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 and name of Owner's contact person and phone number.
6. Designer and name of Designer's contact person and phone number.

The Bidder shall submit with their bid a list of items to be performed by their own laborers and that performed by Subcontractors or others.

D. ATTACHMENTS

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

Anti-Kickback Affidavit
Non-Collusion Affidavit
Public Entity Crimes Form
Indemnification Form
City of Key West Business License Tax Receipt
Local Vendors Form
Domestic Partnership Affidavit
Vendor Certification Regarding Scrutinized Companies Lists
Cone of Silence Affidavit

Non-Coercive Conduct Affidavit
E-Verify Affidavit
Florida Trench Safety Act
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.

F. CITY OF KEY WEST LICENSE REQUIRED

Bidders are required to have a Certified or Registered General Contractors City of Key West license. License fees do not exceed \$410.00. License shall be obtained within ten (10) days of Notice of Award.

STATE AND LOCAL SALES AND USE TAXES

Unless the General 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 Bidder, 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 bid shall include all nonexempt sales and use taxes unless provision is made in the bid form to separately itemize the tax.

SUBMISSION OF BIDS

All bids must be submitted no 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, clearly marked as to indicate the Bidder's name and its contents without being opened and addressed in conformance with the instructions in the Invitation to Bid.

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.

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 the 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 on 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, they shall use the Bid Bond Form bound herewith, or one conforming substantially thereto in form and content.

RETURN OF BID SECURITY

Within fifteen (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 the Bidders' bonds and any guarantees, which have been forfeited, will be returned to the respective Bidders whose bids they accompanied.

AWARD OF CONTRACT

Within ninety (90) calendar days after the opening of bids, the City will accept one or more 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 City may award the contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within one hundred and 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.

BASIS OF AWARD

The City may, at its sole discretion, award this Invitation to Bid as a single contract encompassing all projects or as separate contracts for each individual project. Awards will be made to the lowest responsive and responsible Bidder(s) whose proposal(s), in the City's judgment, best serve the City's interests.

If any contract awarded under this ITB is funded in whole or in part by state-appropriated funds, the City will not apply or enforce any local vendor preference, residency requirement, or other condition preempted by § 255.0992, Fla. Stat. In such event, any conflicting local preference

requirement, including City of Key West Code § 2-798, is deemed inapplicable to the affected award.

EXECUTION OF CONTRACT

The successful Bidder shall, within ten (10) working days after receiving Notice of Award, sign and deliver to the City one (1) original contract and two (2) copies in the form hereto attached, together with the Certificate of Insurance (COI) as required in the Contract Documents and evidence of holding required licenses and certificates. Within ten (10) working days after receiving the signed contract from the successful Bidder, the City's authorized agent will sign the contract. Signatures by both parties constitutes execution of the contract.

CONTRACT BONDS

The successful Bidder shall file with the City, at the time of delivery of the signed contract, a Performance Bond and Payment Bond for each award project on the form bound herewith, each in the full amount of each project price in accordance with the requirements of Florida Statutes Section 255.05, as applicable, as security for the faithful performance of the contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the City. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the City, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of acceptable Sureties for federal projects. The Bidder shall supply the City with phone numbers, addresses, and contacts for the Surety and their agents. Pursuant to Section 255.05(7), Florida Statutes, in lieu of the bond required by law, the Bidder may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check or an irrevocable letter of credit.

POWER OF ATTORNEY

The Attorney-in-Fact (Resident Agent) who executes this Performance and Payment Bond in behalf of the Surety must attach a notarized copy of his/ her power-of-attorney as evidence of his/ her authority to bind the Surety on the date of execution of the bond. All Contracts, Performance and Payment Bonds, and respective powers-of attorney will have the same date

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.

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 Bidder receives a Notice to Proceed, they shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in this bid.

The term of this contract will be **four hundred and twenty-five (425)** calendar days.

If the Bidder fails to achieve Final Completion by the Completion Date agreed upon by both parties, the Bidder shall be liable to pay the City liquidated damages in the amount provided below based on the total project cost. The specific daily liquidated damages will be determined on a project-by-project basis and mutually agreed upon by both parties prior to the acceptance of each Task Order.

Total Project Cost	Daily Charge Per Calendar Day
\$50,000 and under.....	\$763
Over \$50,000 but less than \$250,000.....	\$958
\$250,000 but less than \$500,000.....	\$1,099
\$500,000 but less than \$2,500,000.....	\$1,584
\$2,500,000 but less than \$5,000,000.....	\$2,811
\$5,000,000 but less than \$10,000,000.....	\$3,645
\$10,000,000 but less than \$15,000,000.....	\$4,217
\$15,000,000 but less than \$20,000,000.....	\$4,698
\$20,000,000 and over.....	\$6,323

EQUAL BENEFITS FOR DOMESTIC PARTNERS REQUIREMENTS

Except where otherwise exempt or prohibited by law, a Bidder awarded a contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employee spouses, in accordance with City of Key West Code of Ordinances, Section 2-799.

Such certification shall be in writing and shall be signed by an authorized officer of the Bidder and delivered, along with a description of Bidder's employee benefits plan, to the City's Procurement Manager prior to entering a contract.

If the Bidder fails to comply with this section, the City may terminate the contract, and all monies due or to become due under the contract may be retained by the City.

PUBLIC RECORDS REQUIREMENTS

In addition to other contract requirements provided by law, Contractor shall comply with Ch. 119, Fla. Stat., including §119.0701. Contractor shall:

- (a) Keep and maintain public records required by the City to perform the services;
- (b) Upon request from the City's custodian of public records, provide the requested records to the City within a reasonable time at a cost that does not exceed that allowed by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession by the Bidder upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If a Bidder does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: [City Clerk's Name], City Clerk, 1300 White Street, Key West, Florida 33040, [phone], [email].
Sealed Bids. Sealed replies are exempt from disclosure until the City posts notice of an intended decision or 30 days after opening, whichever is earlier, per §119.071(1)(b)2, Fla. Stat.

NOTE TO BIDDER: Bid Forms should be completed using black ink or typed for clarity and legibility.

BID FORM

To: The City of Key West
Address: 1300 White Street, Key West, Florida 33040
Project Title: **907 Caroline Street New Commercial Building Construction**
ITB #26-001

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 City, 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 they have carefully examined the Contract Documents for the construction of the project, that they have personally inspected the site, and satisfied themselves as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this bid is made according to the provisions and under the terms of the Contract Documents, which documents are hereby made a part of this bid.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that, if their bid is accepted, they will, within ten (10) calendar days—excluding Sundays and legal holidays—after receipt of the Notice of Award, execute the contract in the form attached hereto. At that time, the Bidder shall also provide the City with examples of the Performance Bond and Payment Bond for each project, evidence of all required licenses and certifications, and shall furnish, to the extent of their bid, all necessary machinery, tools, equipment, and materials to perform and complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the City, before commencing the work under this contract, the Certificates of Insurance (COI) as specified in these documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within ten (10) calendar days after receiving the Notice to Proceed and to complete the project, in all respects, within **four hundred and twenty-five (425)** 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 City at the rates identified in the Instructions to Bidders: #17- *Time of Completion* 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 they have received Addenda No's. 01, 02, 03, _____, _____, _____, _____, _____, _____, _____,

(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 their bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

LUMP SUM ITEMS

The Bidder further proposes to accept as full payment for the work described herein the lump sum amounts set forth below, as established under the provisions of the Contract Documents. The Bidder agrees that each lump sum price represents a true measure of all labor, materials, equipment, and any and all other costs required to fully perform the work called for in these Contract Documents, including allowances for overhead and profit.

Total payment for each item will be the lump sum price submitted by the Bidder. The lump sum amounts shall constitute full compensation for completing the work in accordance with the Contract Documents, regardless of the actual quantities of labor, materials, or equipment required to complete the project.

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ADDENDUM NO. 1
907 Caroline Street New Commercial Building Construction
ITB 26-001

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

1. Clarification:

2. Changes to Submission Requirements: [No Changes]

3. Updates to Project Timeline:

- 1) The City of Key West has updated the following project timeline to extend the Bid Opening Date to: February 17, 2026 @ 2:00 PM.

4. Responses to Questions:

Question: Please provide the Geotech Report. We need to confirm depth of the Auger Piles.

Response: See sheet A0 revision Item #2 (note regarding geotechnical report). For bidding purposes assume all indicated auger piers shown on the plans are 10'-0" in length (total from top of grade). This assumes 4'-0" of topsoil and 6'-0" embedment into cap rock (see also note 230.4 on sheet S0.1). In addition to this, please provide a cost per linear foot of pile for deduct / add purposes once the geotechnical report is complete.

Question: Multiple of our Subs have informed us that as of 10/31, PGT the owner of CGI was purchased by Miter Brands and Miter discontinued the CGI Sentinel Line of Windows and Doors. Can we provide an alternate window as long as it meets the design pressures? Also, the Store Front Windows on the first floor are shown as CGi Sentinel series, Please confirm that

these will stay residential windows & doors, or should they be commercial store front windows and doors?

Response: In lieu of CGI Sentinel products please provide pricing for PGT WinGuard aluminum doors and windows (Ogee grid, laminated glass, Low-E Solarban 70XL). Alternate aluminum systems will be considered with the General Contractor that is awarded the project. All windows will need to comply with the design pressures indicated on sheet S1.3.

Question: Please provide the dimensions and quantities of the collector heads and downspouts.

Response: Assume all collector heads are 1'-6" wide X 1'-6" tall X 1'-0" deep. Assume all downspouts are 6" diameter. There are to be (4) collector boxes and downspouts (reference 1/A0)

Question: Is Romex (NM Cable) permitted to use in the residential dwelling units?

Response: For bidding assume MC cable.

Question: Is MC Cable permitted to use in the commercial dwelling units?

Response: Homeruns are to be in conduit; MC cable can be used for branch circuit distribution.

Question: Please provide Fire Alarm specifications.

Response: See revised sheet E4.

Question: All light fixtures state an allowance for the bid besides the Rooftop exterior wall

mounted light fixtures and the shower area vapor tight light fixtures.
Please provide an allowance amount to include in the bid.

Response: **Assume an allowance of \$250 for all roof top wall mounted lights and \$150 for all shower area lights. Allowance is for fixture only.**

Question: The mechanical drawings do not indicate any supply or return ductwork serving the first-floor space. Please clarify the intended scope for the mechanical installation in this area. Specifically, should the mechanical equipment be provided with a basic supply plenum, or is the unit intended to be installed without ductwork and left capped/ready for future use? Please advise on the required configuration to ensure compliance with the design intent and project specifications.

Response: **See attached revised sheets M1 and M5 for ductwork layout.**

Question: Please confirm the required level of polished concrete finish for this project. Specifically, indicate the desired polish level on a scale of Level 1 through Level 4, as applicable.

Response: **Assume a Level 3 finish for bidding purposes (per ACI 310.1-20)**

Question: Is there a scheduled site visit or pre-bid meeting for this project? We did not see any mentioned in the ITB documents. If not, please advise when we may visit the site.

Response: **There is not a scheduled pre-bid meeting for this project. It is recommended that all bidders go to the project site and review on their own. The Site is open to review Monday through Friday.**

Question: Is there a designated staging area or space available for contractors to work, including placement of dumpsters and materials?

Response: There will be limited staging and material storage areas. An area for a dumpster will be worked out with the approved contractor. There are other commercial businesses that will be in operation during the construction phase of this project. Closing roadways and parking will need to be coordinated with the other businesses that operate in the area. Plan on bringing materials as required to the site daily.

Question: Please confirm that there is no scope of work related to window treatments.

Response: No window treatments are to be included in the base bid.

Question: Are there any prevailing wage or wage requirements applicable to this project?

Response: Follow State Employment and wage requirements.

Question: Note 4 on A11 and A12 call out a Kynar Finish. This is about a 14% add from the regular white powder coat finish. I'm bidding it with the "Kynar" (2605) finish but it would be a great VE option to eliminate it. Totally unnecessary!

Response: City of Key West requested Kynar finish.

Question: I do not see a required SHGC or glass make-up required. I'm bidding it with standard clear glass for now but I would imagine that they want a LowE coating or tint.

Response: Bid door and window package with PGT WinGuard Low-E Solarban 70XL.

Question: The required design pressures are really high for the windows on A12. I believe that these are the Ultimate pressures and not the nominal

pressures. a. To convert ultimate pressures to nominal pressures you multiply the ultimate pressure by 0.60

i. Please confirm that the required pressures for window types A and B are +60/-72

ii. Please confirm that the required pressures for window type C is +48/-78

Response: Note #3 under the 'components and cladding wind pressure table' on sheet S1.3 indicates that all tabulated pressures can be converted to nominal pressures by multiplying by 0.60. Required design pressures are to meet the criteria shown on sheet S1.3 (not the listed pressures indicated on sheet A12, which were pulled from CGI NOA's).

Question: Please provide opening directions of the casement windows A17 through A19, and A28 through A30 a. A22 through A25 and A31 through A38 are assumed to open opposite of each other.

Response: See attached revised sheets indicating window opening directions.

Question: A20,A21, A26, And A27 are in bathrooms. Do you want privacy glass?

Response: Privacy glass not needed. Bid project with Winguard Low-E Solarban 70XL (see Items #2 & #15). Window sill is at 5'-0" above shower floor.

Question: The door schedule calls for the doors to be 3'x7' is that the frame dimension or door itself?

Response: The intent is for the door itself to be 3'-0" X 7'-0"

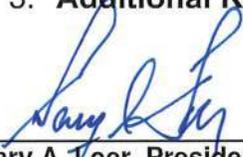
Question: Do you want privacy glass on the unit entry doors? Hardware?

Response For bidding assume privacy glass at the entry doors (second floor only). Privacy glass to be white interlayer or equivalent.

Question: I assumed doors 1, 5, and 10 are commercial doors, push-pull hardware, with heavy duty external closers.

Response: For bidding purposes assume an allowance of \$500 for closers at doors 1, 5, & 10. Panic hardware is not required at these doors based on FBC occupancy classification and occupancy load.

5. **Additional Resources:** [No Changes]



Gary A. Loer, President
Signature

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



ADDENDUM NO. 2

907 Caroline Street New Commercial Building Construction

ITB 26-001

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

1. Clarification:

1) The City of Key West has updated the following project timeline to extend the bid opening date and the City Request for Information Response date to:

1. Bid Opening: February 25, 2026 @ 2:00 PM

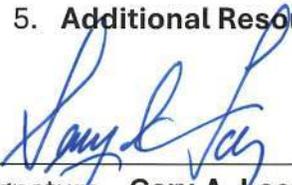
2. City's Response to RFI's: February 17, 2026 @ 3:00 PM

2. Changes to Submission Requirements: [No Changes]

3. Updates to Project Timeline: [No Changes]

4. Responses to Questions:

5. Additional Resources: [No Changes]



Signature **Gary A. Loer, President**

D.L. Porter Constructors, Inc.

Name of Business



ADDENDUM NO. 3
907 Caroline Street New Commercial Building Construction
ITB 26-001

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

1. **Clarification:** [No Changes]
2. **Changes to Submission Requirements:** [No Changes]
3. **Updates to Project Timeline:** [No Changes]
4. **Responses to Questions:**

The City extended its deadline to respond to questions timely submitted by the RFI deadline of January 16, 2026. It is hereby clarified that this extension applied solely to the City's response period and did not extend the deadline for submitting additional questions.

1. The City of Key West previously did not issue a response to the following question, which was submitted on or before the January 16, 2026, at 3:00 PM (Local Time):
 - Will the maximum amount of Builder's Risk coverage that is available through the National Flood Insurance Program (NFIP) be acceptable? The limit is \$500,000. Would a sublimit for flood be acceptable? The most our agent has seen available is \$2,000,000; however, given that the project is below the Base Flood Elevation, \$500,000 may be the maximum available.

Response:

Builder's Risk Insurance shall be maintained by the Contractor and provided on an "All Risk" basis, including Flood and Wind. Coverage shall extend to all materials stored at the construction site that are intended to be incorporated into

the completed structure. Coverage shall be written on a Completed Value basis, with minimum limits equal to one hundred percent (100%) of the Full Replacement Value of the completed structure. The City of Key West shall be named as Loss Payee on the policy.

Questions submitted outside of the Request for Information (RFI) period established in the original Solicitation Documents cannot be addressed at this time, as they were not received within the allowable question period.

Additional Resources: [No Changes]



Signature Gary A. Loer, President

D.L. Porter Constructors, Inc.

Name of Business

**PRICE PROPOSAL FORM – 907 Caroline Street New Commercial Building
Construction**

LUMP SUM BID SCHEDULE

Bid prices stated in this proposal include all costs and expenses for labor, equipment, materials, disposal and contractor's overhead and profit. Prices for the various work line items are intended to establish a total price for completing the project in its entirety. All work and incidental costs shall be included for payment under the scheduled items of the overall contract, and no separate payment will be made therefore.

ITB 26-001 – 907 Caroline Street New Commercial Building Construction

1. <u>Mobilization, General/Supplemental Conditions and Demobilization</u>	
a. Mobilization	\$ <u>18,836.01</u>
b. General/Supp. Conditions	\$ <u>101,226.87</u>
c. Demobilization	\$ <u>5,688.23</u>

The total cost for Bid Items #1(a + b + c) must not exceed five percent (5%) of the overall construction cost for Bid Items 4–15

2. Payment and Performance Bonds	\$ <u>115,591.45</u>
3. Permit and Impact Fees (to be paid at cost)	\$ 210,000
4. Demolition	\$ <u>21,292.02</u>
5. Foundation	\$ <u>68,714.02</u>
6. Stairs, Decking, Railings & Building Signage	\$ <u>39,931.42</u>
7. Building Structure & Roof	\$ <u>1,037,665.47</u>
8. Interior Finishes (Commercial Space)	\$ <u>25,309.76</u>
9. Interior Finishes (Residential Space)	\$ <u>495,993.44</u>
10. Doors & Windows	\$ <u>130,697.12</u>
11. Mechanical	\$ <u>74,911.48</u>
12. Electrical	\$ <u>222,031.75</u>
13. Plumbing	\$ <u>201,751.25</u>
14. Site Work	\$ <u>179,319.44</u>
15. Landscaping	\$ <u>47,666.23</u>
16. General Allowance (approved in writing by the City)	\$ 200,000.00

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:

Florida Keys Electric, Inc.

Name _____
905 Overseas Highway, Key West, FL, 33040
Street City State Zip

Name **Sub Zero HVAC**

6003 Peninsula Ave, Key West, FL, 33040
Street City State Zip

George's Plumbing

Name _____
1824 Flagler Ave, Key West, FL, 33040
Street City State Zip

Igmar Enterprises

Name _____
14113 Northwest 8th St, Sunrise, FL, 33325
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 their (its) hand this _____ day of _____ 2026.

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 17th day of February 2026.

(SEAL)

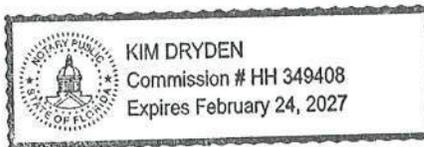
D.L. Porter Constructors, Inc.
Name of Corporation

By 
Title Gary A. Loer, President
Attest 

Sworn and subscribed before this 17th day of February, 20 26

NOTARY PUBLIC, State of FLORIDA, at Large


Kim Dryden



My Commission Expires: February 24, 2027



RELEVANT EXPERIENCE
MONROE COUNTY

PART 1
BIDDING REQUIREMENTS
PREPARATION OF BIDS ITEM "C"

<u>PROJECT</u>	<u>OWNER</u>	<u>PHONE</u>	<u>CONTRACT</u>
Basilica School of St. Mary Star of the Sea 724 Truman Ave Key West, FL 33040 Start Date: 1/8/24 Completion Date: 12/6/24	Archdiocese of Miami David Prada, AIA LEED AP Building and Properties Office 9401 Biscayne Blvd Miami Shores, FL 33138 William P. Horn Architect, PA Bill Horn 915 Eaton Street Key West, FL 33040	 (305) 762-1033 (305) 296-8302	 \$ 5,090,638.95

Modifications and additions to existing 14,000s.f., 3 story historical building on the campus of St. Mary Star of the Sea School Campus in Key West Florida including demolition phased as required, interior structural additions to install new first floor slab with MEP rough-ins, interior stairwell, expanded mezzanine, modifications to existing and added window and storefront openings, 2nd floor expansions and modifications for new stairwell, addition of exterior concrete and masonry ADA ramp, exterior structural addition of new elevator shaft with concrete canopy and exterior stucco finishes as required. Building interior consisted of completely new framing package for walls with heavy gauge framing and stiffeners, insulation and added layered sound attenuation, ceilings and soffits, insulated closed cell foam insulation for building envelope, interior doors and storefronts, railings for stairs, ramps and balcony, new interior folding partition, bath accessories and partitions, new flooring and waterproofing of existing balcony, all new MEP and low voltage systems, new electric and utility service feeds and panels, new hydraulic elevator and new entrance canopy. All work taking place on an active campus creating logistical coordination and scheduling of work tasks, activities, and deliveries to maintain a safe working environment. Project completed 3 months ahead of schedule and under budget.

1800 Atlantic Balcony Repairs 1800 Atlantic Blvd Key West, FL 33040 Start Date: 11/14/2013 Completion Date: 2/12/14	1800 Atlantic-Condo. Association Don Unkart management@1800atlantickw.com 1800 Atlantic Blvd. Key West, FL 33040 Stirling & Wilbur Engineering Brian Stirling 7085 S Tamiami Trail Sarasota, FL 34231	 (305) 294-9553 (941) 929-1552	 \$ 6,547,062.00
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The renovation of this 278-Unit 2-building structure was primarily to restore the severely damaged and deteriorated condition of the facilities balconies, while also replacing/upgrading all of the sliding glass balcony doors. The challenge here was always maintaining a safe work environment for significant shoring and scaffolding had to remain in place during the totality of the construction process and almost all units remained occupied during construction. The work was conducted during normal business hours with limited interruption to the resident's daily life.



RELEVANT EXPERIENCE
MONROE COUNTY

PART 1
BIDDING REQUIREMENTS
PREPARATION OF BIDS ITEM "C"

<u>PROJECT</u>	<u>OWNER</u>	<u>PHONE</u>	<u>CONTRACT</u>
El Rancho Motel (Silver Palms) 830 Truman Avenue Key West, FL 33040 Start Date: 11/15/10 Completion Date: 10/14/10	Tejas Inc. dba El Rancho Motel Tejas Soni tejnut2@gmail.com 803 Truman Avenue Key West, FL 33040	(305) 292-9596 Office	\$ 5,749,668.33
	Gonzalez Architects Jose Gonzalez 32 E Bay Street Savannah, GA 31401	(912) 201-9888	

Formerly known as the El Rancho Motel, ownership contracted D.L. Porter to construct their newest luxury boutique hotel in Key West, which included 50 living units, a fitness room, lobby/reception area, a nicely decorated breakfast/dining area and a modern pool look. This project was completed in just short of 12 months (almost 2 months earlier than projected). The owner's of this property were interested in our directing them towards Green ideas, so with that in mind, DLP integrated into the construction an highly efficient thermostat a/c control system, in-room and out LED lighting, a solar water heating system to supplement the already efficiently designed insta-hot propane water heating system, and aside from the water consumption reducing plumbing devises selected, a reclaim water system to supply all of the facilities toilets as well as all site irrigation needs.

FKAA Kermit Lewin Reverse Osmosis Facility 7000 Front Street Key West, FL 33040 Start Date: 10/27/21 Completion Date: 5/24/24	Florida Keys Aqueduct Authority David Hackworth dhackworth@fkaa 1100 Kennedy Drive Key West, FL 33040	(305) 295-2152	\$ 8,294,698.07
	K2M Design Inc. Devon Ayers, RA CPD 1150 Virigina St Key West, FL 33040	(305) 307-5846	

Construction of the Kermit H. Lewin Reverse Osmosis Facility which is an 18,540 sf with 10,768 sf Moderate Hazard Factory Industrial building and 1,285 sf of High Hazard concrete and masonry building, 37' above finish grade. The building sits on a reinforced concrete grade beams over drilled and cast pilings with cast in place reinforced concrete columns. The ground level is open with reinforced concrete slab on grade. The elevated concrete reinforced floor slab, sits at 12' AFF. The processing area floor slab is 18" thick reinforced concrete. The office and chemical storage areas are 8" thick reinforced concrete. The exterior perimeter walls are 12" CMU and the interior demising walls at 8" CMU. All the CMU are reinforced with #6 reinforcing dowels at every cell and filled solid the concrete. There are strategically place cast in place 20" x 24" columns for additional loading and high wind resistance. The Reverse Osmosis room has a ceiling height of 22' AFF and the roof section is precast double T planks with a Carlisle 60 mil TPO insulated and sloped to drain roof system. The office ceiling section is 12' AFF and the chemical room buildings are 14' AFF. Both areas have precast hollow core planks with the Carlisle roof system. The interior is completely built out and air conditioned with office space, full laboratory, mechanical room, storage, men's and women's gang restrooms and shower. Finishes are painted dry wall, ceramic and porcelain tile and the industrial areas have epoxy coating on the walls and floors. The building is also equipped with an elevator. The chemical room building has a full wet fire protection system. The RO room is equipped with a specialized ventilation system with fiberglass duct work. Also, the RO room has a trap door access to the ground level with a 5-ton capacity bridge crane. The structure has a basic wind design capable of wind gusts of 200 MPH. The Project is equipped with a separate generator building with fuel storage tanks capable of powering the entire building with all the equipment so the facility will continue to operate under the most severe conditions.



**RELEVANT EXPERIENCE
MONROE COUNTY**

**PART 1
BIDDING REQUIREMENTS
PREPARATION OF BIDS ITEM "C"**

<u>PROJECT</u>	<u>OWNER</u>	<u>PHONE</u>	<u>CONTRACT</u>
FKAA Rockland Key Workshop & Office Building 157 Toppino Industrial Drive Rockland Key, FL 33040 Start Date: 6/9/21 Completion Date 4/16/22	Florida Keys Aqueduct Authority Justin Dacey jdacey@fkaa 1100 Kennedy Drive Key West, FL 33040 K2M Design Inc. Devon Ayers, RA CPD 1150 Virginia St Key West, FL 33040	(305) 295-2151 (305) 307-5846	\$ 1,024,028.81

The Work consists of the demolition and construction of an approximately 4,800 square foot garage building located at the FKAA Rockland Key property in Monroe County, Florida. The Base Bid includes a new development including a ground floor two-story tilt-up exterior wall garage building. The Alternate Bid includes an elevated single floor office/administration building. The garage will be tilt-up wall construction while the office building will be col-umn/beam with CMU infill. The site has an existing garage that will be replaced with the new garage structure and maintain the existing footprint. Minor upgrades to the parking layout will be included and the project to follow FBC and Monroe County standards.

Florida Keys Marathon Airport Rental Car Wash Facility 9000 Overseas Highway Marathon, FL 33050 Florida DOT Project: G0G88 Monroe Co DPW Project: GAMD78 Start Date: 6/25/19 Completion Date: 3/21/20	Monroe County Board of County Commissioners Beth Leto leto-beth@monroecounty-fl.gov 5100 College Road Key West, FL 33040 McFarlan Johnson John Mafera 2409 N Roosevelt Blvd, Suite 4 Key West, FL 33040	(305) 809-5239 Office (321) 431-7029	\$ 1,204,965.88
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Construction of new 4-bay concrete block Rental Car Wash facility

Florida Keys SPCA New Facility 5711 College Road Key West, FL 33040 Start Date: 12/5/16 Completion Date: 12/19/18	Florida Keys SPCA Jane Dawkins jane@fkspca.org 5230 College Road Key West, FL 33040 Bacon Group, Inc. 2641 Sunset Point Rd. Clearwater, FL 33759	(305) 294-4857 Office (727) 725-0111	\$ 6,060,946.56
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This new 2-story 23,784 sf masonry and concrete structure resulted in a complete, habitable, weather-proof, safe and secure finished building suitable for human and animal occupancy as was intended. Im-provements included all typical site/civil, landscape, irrigation lighting, architectural finishes inside and out, struc-tural, mechanical, plumbing, electrical and fire protection work.



**RELEVANT EXPERIENCE
MONROE COUNTY**

**PART 1
BIDDING REQUIREMENTS
PREPARATION OF BIDS ITEM "C"**

<u>PROJECT</u>	<u>OWNER</u>	<u>PHONE</u>	<u>CONTRACT</u>
H2O Hotel 1212 Simonton Street Key West, FL 33040 Start Date: 10/26/2015 Completion Date: 6/3/16	Casa Marina-1120 Simonton St LLC Steve Wilson swilson@meisel-cohen.com 6000 Executive Blvd., Suite 700 Rockville, MD 20852 Peter Pike Architect Peter Pike 471 US Hwy I, Suite 101 Key West, FL 33040	(301) 881-7800 (305) 296-1692	\$ 9,440,218.77

The construction of this new 2-story, 22-unit boutique hotel included many feature not found elsewhere including a decorative 3 story waterfall. All ground level units came with their own private plunge pools varying in size, and very upscale interiors packages. Between buildings one would find a modern design courtyard fountain feature, and lush landscaping. Last there is a cast-in-place parking garage with adjoining entrance lobby, the 2nd level included a gym, owners apartment/conference room, maintenance offices, and storage room, and on the roof, there is a stainless-steel tiled swimming pool, tanning deck and patrons bar.

Key West Airport Departure Hall Renovation 3471 S Roosevelt Blvd Key West, FL 33040 Project #: GAKAP 154 Start Date: 2/10/20 Completion Date: 2/9/21	Monroe County Board of County Commissioners Beth Leto leto-beth@monroecounty-fl.gov 5100 College Road Key West, FL 33040 Jacobs Ryan Forney 3750 NW 87th Ave Miami, FL 33178	(305) 809-5239 Office (561) 882-5009	\$ 1,896,219.91
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Selective demolition, concrete, block, bar joist, metal decking, metal framing, insulation, dry-wall, ceramic tile, EIFS, stucco, modified bituminous membrane roofing, HM frames, wood, and aluminum doors, storefronts, acoustical ceilings, tile carpet, painting, signage, toilet com-partments and accessories, fire protection, plumbing, electric, HVAC, electronic security.

Key West Airport Storage Maintenance Facility 3471 S Roosevelt Blvd Key West, FL 33040 Florida DOT Project: G1088 Monroe Co DPW Project: GAKD143 Start Date: 10/26/20 Completion Date: 4/11/21	Monroe County Board of County Commissioners Beth Leto leto-beth@monroecounty-fl.gov 5100 College Road Key West, FL 33040 McFarlan Johnson John Mafera 2409 N Roosevelt Blvd, Suite 4 Key West, FL 33040	(305) 809-5239 Office 321-431-7029	\$ 2,375,633.00
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This project consists of the construction of a reinforced concrete elevated deck for vehicle maintenance and storage building and structural steel framed roof. The building is to be lo-cated immediately West of the existing parking deck of the Key West International Airport. Specific quantities are listed in the plans, and generally consist of approximately a 8,700 square foot (sf) parking deck and associated stair and concrete partial height walls, a 5300 sf steel framed roof structure, and associated electrical service, luminaires and poles, and access control devices, and all other incidental construction items necessary to complete the project.



RELEVANT EXPERIENCE
MONROE COUNTY

PART 1
BIDDING REQUIREMENTS
PREPARATION OF BIDS ITEM "C"

<u>PROJECT</u>	<u>OWNER</u>	<u>PHONE</u>	<u>CONTRACT</u>
KWIA Customs Terminal Annex 3471 S Roosevelt Blvd Key West, FL 33040 Start Date: 9/30/20 Completion Date: 7/5/21	Monroe County Board of County Commissioners Beth Leto leto-beth@monroecounty-fl.gov 5100 College Road Key West, FL 33040 McFarlan Johnson John Mafera 2409 N Roosevelt Blvd, Suite 4 Key West, FL 33040	(305) 809-5239 Office 321-431-7029	\$ 3,199,911.39

D.L. Porter Constructors served as the general contractor for the renovations of the existing Terminal Building Annex which houses the US Customs & Boarder Protection Facility (CBP).

Key West Fire Station #2 616 Simonton Street Key West, FL 33040 Start Date: 12/2/13 Completion Date: Phase 1 12/30/14 Phase 2: 5/8/15	City of Key West Gary Volenec city_engineering@cityofkeywest-fl.gov 1300 White Street Key West, FL 33040 MBI K2M Architecture Inc. Anthony Sarno 1001 Whitehead St. Key West, FL 33040	(305) 809-3965 Office (305) 292-7722	\$ 6,326,649.29
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D.L. Porter Constructors was contracted by the City of Key West to complete its latest fire station downtown "Fire Station #2", which was completed in 2 phases to allow their existing facility to remain open until the new structure was completed. Once ready the fireman took occupancy; their old facility was then demolished and a new parking lot for the city's use was developed. This 2-story structure consists of 9,140 sf, included is a state-of-the-art 3-bay fire station with a Emergency Operations facility, elevator,

Kosloske Residence Start Date: 5/13/19 Completion Date: 10/29/21	Michael Kosloske 16211 Villarreal de Avilla Tampa, FL 33613 William P. Horn Architect, PA Bill Horn 915 Eaton Street Key West, FL 33040	(813) 431-4724 (305) 296-8302	\$ 9,291,245.52
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Construction of new 9,180 sf single family residence including docks, pickleball and bocce ball courts.



**RELEVANT EXPERIENCE
MONROE COUNTY**

**PART 1
BIDDING REQUIREMENTS
PREPARATION OF BIDS ITEM "C"**

<u>PROJECT</u>	<u>OWNER</u>	<u>PHONE</u>	<u>CONTRACT</u>
Santa Maria Hotel 1212 Simonton Street Key West, FL 33040	Santa Maria Sales Office Steve Wilson swilson@meisel-cohen.com 6000 Executive Blvd., Suite 700 Rockville, MD 20852	(301) 881-7800	\$ 12,684,246.00
Start Date: 3/8/06 Completion Date: 2/2/07	Gonzalez Architects Jose Gonzalez 32 E Bay Street Savannah, GA 31401	(912) 201-9888	

D.L. Porter played a key role in the design/development process of this modern "South Beach" style 35 unit hotel-condominium project. This 1 year construction project features exclusive 2 Bedroom / 2 Bathroom units, a fitness facility, an in-vogue pool area and trendy restaurant, which is another example of the creativity and quality our firm provides its clients.

Southernmost on the Beach (Atlantic Shores) Southernmost Gingerbread House Southernmost Restroom Renovations Southernmost Pier 1319 Duval Street 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
	Peter Pike Architects Peter Pike 3 Tamarind Dr.(O/N Address) 819 Peacock Plaza PMB 409 Key West, FL 33040	(305) 296-1692	

Construction of new 4-star, 87-unit hotel resort complex completed in 13 months (3 months ahead of schedule), which included in excess of 45,000 sf air-conditioned space, a new lobby/check-in reception area, fitness center, and offices for managerial staff, and their maintenance operation. This facility has been recognized by the Florida Dept. of Environmental Protection as the largest independently owned Green Lodge in the Florida Keys and has also received the prestigious "One Palm Designation" by the Green Lodging Association of Florida.

Staybridge Suites 301 E Bay Street Savannah, GA 31401	Savannah Hospitality Group, LLC James Holt jsh@clarksonfl.com 3100 University Blvd S, Suite 200 Jacksonville, FL 32216	(904) 359-0045 Office	\$ 8,187,718.00
Start Date: 12/1/04 Completion Date: 12/31/05	Gonzalez Architects Jose Gonzalez 32 E Bay Street Savannah, GA 31401	(912) 201-9888	

This 104 room all suites hotel consists of a new 5 story tower, attached to an existing two story historic tobacco warehouse, totally restored to serve as reception, conference, general office and dining area with hotel rooms and fitness center on the 2nd floor. The site is located in historic downtown Savannah, GA.



RELEVANT EXPERIENCE
MONROE COUNTY

PART 1
BIDDING REQUIREMENTS
PREPARATION OF BIDS ITEM "C"

<u>PROJECT</u>	<u>OWNER</u>	<u>PHONE</u>	<u>CONTRACT</u>
Truman Hotel 611 Truman Avenue Key West, FL 33040	Truman Hotel, Inc. William O Kemp, President william@pinewood.consulting	(305) 296-2588 Office	\$ 5,175,133.00
Start Date: Completion Date: 2/14/07	William P. Horn Architect, PA Bill Horn 915 Eaton Street Key West, FL 33040	(305) 296-8302	

This 35 unit boutique hotel includes 5 structures and a new swimming pool with varying room types with sophisticated finishes. The work was completed in two phases with phase one including extensive renovation work, the remodeling of a historic house as well as including the installation of a new structure. The second phase involved the creation of a new unique multi-tiered structure with 2 stories of suites above a new parking garage. The City of Key West has recognized the facility for its distinct design and character by awarding it the Beautification Award. It's now known as the Hip Hotel in Key West, FL.

Truman Waterfront Park Amphitheater 21 East Quay Road Key West, FL 33040	City of Key West Gary Volenec city_engineering@cityofkeywest-fl.gov 1300 White Street Key West, FL 33040	(305) 809-3965 Office	\$ 3,547,199.26
Start Date: 3/8/17 Completion Date: 4/15/18	Bermello Ajamil & Partners Inc Scott Bakos 900 SE 3rd Ave, Ste 203 Ft. Lauderdale, FL 33316	(954) 627-5109	

Construction of new outdoor Amphitheater including disposal of encountered contaminated soil, site work (including a curved berm and use of stockpiled soil), utility work (demolition, relocation and new work), construction of an amphitheater (stage, back wall, columns, roof and associated stairs and ramps) back of house and loading / service area, pre-engineered / pre-manufactured bathroom facility, roadways, ADA parking spaces across the street, sidewalks, pedestrian paths, site lighting, landscape and irrigation.

Truman Waterfront Mole Pier ECP 21 East Quay Road Key West, FL 33040	City of Key West Ian McDowell cimcdowell@cityofkeywest-fl.gov 1300 White Street Key West, FL 33040	(305) 809-3753 Office	\$ 3,664,721.00
Start Date: 11/8/21 Completion Date: 6/24/22	Bermello Ajamil & Partners Inc Scott Bakos 900 SE 3rd Ave, Ste 203 Ft. Lauderdale, FL 33316	(954) 627-5109	

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ Five Percent (5%) of the Total Amount Bid

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

6574 Palmer Park Circle, Sarasota, FL 34238

Hereinafter called the Principal, and Liberty Mutual Insurance Company

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

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

in the State of Massachusetts,

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

City of Key West, 1300 White Street, Key West, FL 33040

hereinafter called the Obligee, in the sum of Five Percent (5%) of the Total Amount Bid Dollars (\$ 5% total amount bid) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS the Principal is herewith submitting his or its bid for

ITB # 26-001 / 907 Caroline Street New Commercial Building Construction said bid, by reference thereto, being hereby made a part hereof.

WHEREAS, the Principal contemplates submitting or has submitted a bid to the City 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

ACKNOWLEDGEMENT OF CONTRACTOR - IF A CORPORATION

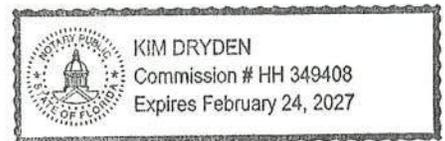
STATE OF Florida

COUNTY OF Sarasota

ON THE 17th DAY OF February, 2026 BEFORE ME PERSONALLY APPEARED Gary A. Loer TO BE KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE President OF D.L. Porter Constructors, Inc. THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

Kim Dryden
Notary Public



ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF Georgia

COUNTY OF Fulton

ON THE 17th DAY OF February, 2026 BEFORE ME PERSONALLY APPEARED Holli Orr TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF Liberty Mutual Insurance Company, THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

Mary J. [Signature]
Notary Public





POWER OF ATTORNEY

Certificate No: 8213389-986514

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

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, _____
Holli Orr; Jennifer Westmoreland; Krystal L. Stravato; Wes Williams

all of the city of Atlanta state of GA 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 18th day of March, 2025.



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

By: Nathan J. Zangerle
Nathan J. Zangerle, 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 ss
County of MONTGOMERY

On this 18th day of March, 2025 before me personally appeared Nathan J. Zangerle, 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, 2029
Commission number 1128044
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 Nathan J. Zangerle, 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 17th day of February, 2026.

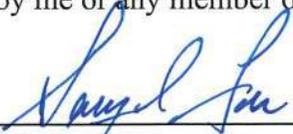


By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

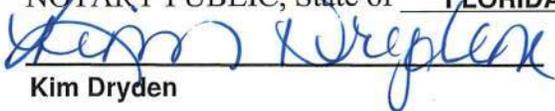
ANTI – KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF SARASOTA)

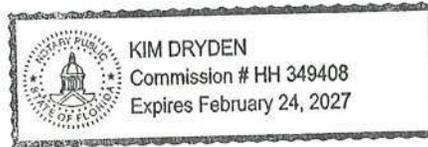
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

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

Sworn and subscribed before me this 17th day of January, 2026.

NOTARY PUBLIC, State of FLORIDA at Large

Kim Dryden

My Commission Expires: **February 24, 2027**



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 proposal for _____
ITB-ITB 26-001 - 907 Caroline Street New Commercial Building Construction

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 of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

- 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**
February 17, 2026
(Date)

STATE OF FLORIDA

COUNTY OF SARASOTA

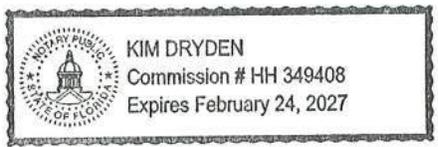
PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

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 17th day of February, 2026.

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

Kim Dryden
NOTARY PUBLIC **Kim Dryden**



INDEMNIFICATION

To the fullest extent permitted by law, the Bidder 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 Bidder, 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 Bidder'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 Bidder 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 Bidder or of any third party to whom Bidder may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

INDEMNIFICATION ACKNOWLEDGMENT

The undersigned Bidder acknowledges that indemnification of the City of Key West is governed exclusively by Article 35 – INDEMNITY of the Conditions of the Contract, which is incorporated into and made a part of the Contract Documents. By signing below, the Bidder agrees to be bound by that Article if awarded the Contract.

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

SEAL:



 6574 Palmer Park Circle
Sarasota, FL 34238

Address

 Gary A. Loer

Signature

 Gary A. Loer

Print Name

 President

Title

DATE: **February 17, 2026**

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 DL. Porter Constructors, Inc. Phone: 941-929-9400
 Current Local Address: 1805 Staples Ave., Suite 103
Key West, FL 33040 Fax: _____
 (P.O Box numbers may not be used to establish status)

Length of time at this address: 7 years
 Signature of Authorized Representative *Gary A. Loer* Date: February 17, 2026
Gary A. Loer, President

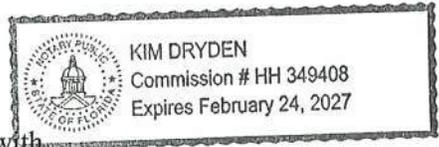
STATE OF FLORIDA COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 17th day of February, 2026.

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~~ he is personally known to me ~~as identification~~
 (Type of identification)

Kim Dryden
 Signature of Notary
Kim Dryden



If you are a local vendor:
 Return Completed form with
 Supporting documents to:
 City of Key West Purchasing

Print, Type or Stamp Name of Notary
Commission #: HH349408
 Title or Rank

My Commission Expires: February 24, 2027

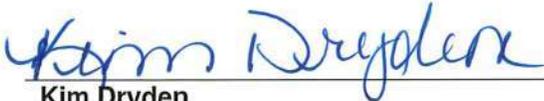
EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

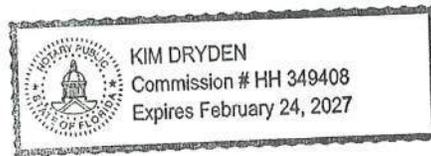
STATE OF FLORIDA)
 : SS
COUNTY OF SARASOTA)

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
17th Day of February, 2026.


Kim Dryden



NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires: February 24, 2027

CONE OF SILENCE AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF SARASOTA)

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

Sworn and subscribed before me this

17th Day of February, 2026.



Kim Dryden



NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires: February 24, 2027

VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS

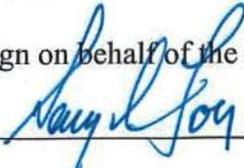
Respondent Vendor Name: D.L. Porter Constructors, Inc.
Vendor FEIN: 65-0848440
Vendor's Authorized Representative Name and Title: Gary A. Loer, President
Address: 6574 Palmer Park Circle
City: Sarasota State: FL
Zip: 34238
Phone Number: 941-929-9400
Email Address: garyloer@dlporter.com

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-mentioned company.

Authorized Signature: 

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT
FOR LABOR OR SERVICES

Entity/Vendor Name: D.L. Porter Constructors, Inc.

Vendor FEIN: 65-0848440

Vendor's Authorized Representative: Gary A. Loer, President
(Name and Title)

Address: 6574 Palmer Park Circle

City: Sarasota State: FL Zip: 34238

Phone Number: 941-929-9400

Email Address: garyloer@dlporter.com

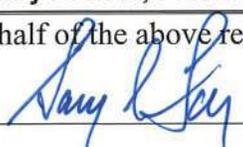
As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

Certified By: Gary A. Loer, President, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: 

Print Name: Gary A. Loer

Title: President

THE CITY OF KEY WEST E-VERIFY AFFIDAVIT

Beginning January 1, 2021, Florida law requires all contractors doing business with The City of Key West to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The City of Key West requires all vendors who are awarded contracts with the City to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at www.e-verify.gov.

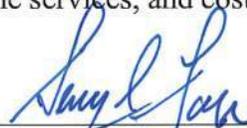
In accordance with Florida Statute § 448.095, **it is the responsibility of the Awarded Vendor to ensure compliance with all applicable E-Verify requirements.**

By executing this affidavit, the undersigned contractor verifies it compliance with Florida Statute § 448.095, stating affirmatively that the individual, firm, or corporation which is engaged in the performance of services on behalf of the City of Key West, has registered with, is authorized to use, and uses the U.S. Department of Homeland Security’s E-Verify system.

Furthermore, the undersigned contractor agrees that it will continue to use E-Verify throughout the contract period, and should it employ or contract with any subcontractor(s) in connection with the performance of services pursuant to this Agreement with The City of Key West, contractor will secure from such subcontractor(s) similar verification of compliance with Florida Statute § 448.095, by requiring the subcontractor(s) to provide an affidavit attesting that the subcontractor does not employ, or subcontract with, an unauthorized alien. Contractor further agrees to maintain records of such compliance during the duration of the Agreement and provide a copy of each such verification to The City of Key West within five (5) business days of receipt.

Failure to comply with this provision is a material breach of the Agreement and shall result in immediate termination of the Agreement without penalty to the City of Key West. Contractor shall be liable for all costs incurred by the City of Key West to secure replacement Agreement, including but not limited to, any increased costs for the same services, and costs due to delay, and rebidding costs, if applicable.

February 17, 2026
Date


(Signature of Authorized Representative)
Gary A. Loer, President

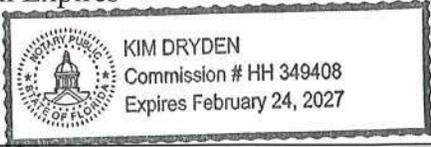
State of FLORIDA,
County of SARASOTA,

Personally Appeared Before Me, the undersigned authority, Gary A. Loer, President who, being personally know or having produced his/her signature in the space provided above on this 17th day of February, 2026


Signature, Notary Public
Kim Dryden

February 24, 2027
Commission Expires

Stamp/Seal:



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 are thoroughly read and understood. [**x**]
2. All blank spaces in bid filled in, using black ink or typewritten. [**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 and notarized. [**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 ten (10) calendar days after receiving a Notice of Award. [**x**]
11. Bid submitted intact with 1 original, and 2 flash drives as stated in the Invitation to Bid. [**x**]
12. Bid Documents submitted in sealed envelope and addressed and labelled in conformance with the instructions in the Invitation to Bid. [**x**]
13. Bid Certifications and Affidavits signed and notarized, where applicable. [**x**]



Ron DeSantis, Governor

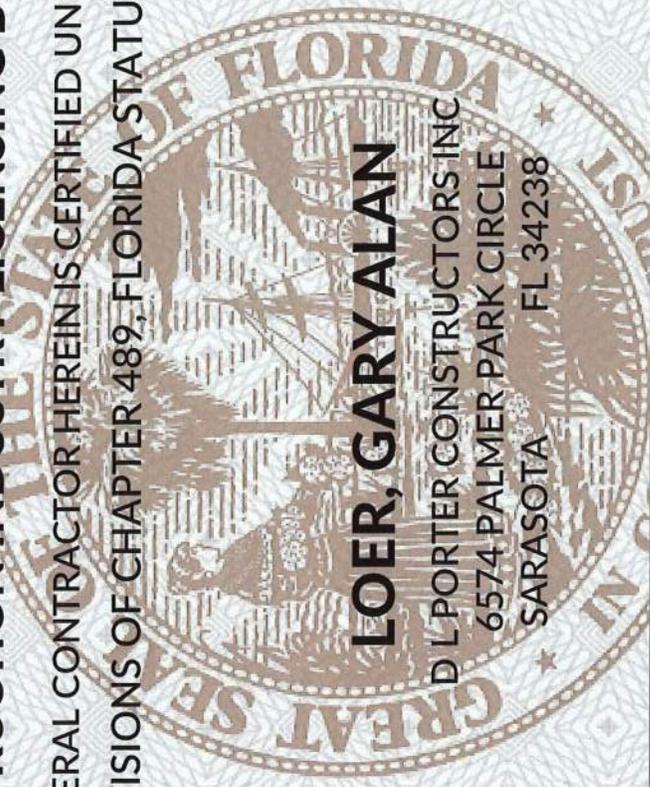
Melanie S. Griffin, Secretary



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, 2026

Always verify licenses online at MyFloridaLicense.com



ISSUED: 08/23/2024

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.



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

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

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

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

dbpr Florida
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGCA51066 ISSUED: 08/23/2024
CERTIFIED GENERAL CONTRACTOR
LOER, GARY ALAN
D L PORTER CONSTRUCTORS INC

Signature
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2026

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

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

LICENSE NUMBER: CGCA51066

EXPIRATION DATE: AUGUST 31, 2026

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



ISSUED: 08/23/2024

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.

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 Address: 1805 Staples Ave 103, Key West, FL 33040
License NBR/Class: LIC2019-000387 BTR LICENSES AND PERMITS

Expiration Date: 09/30/2026

BTR - General Contractor

Comments:
Restrictions: CGCA51066 (08/31/26) SEE AEC-2196

This document must be prominently displayed.

D L Porter Constructors Inc
C/O GARY LOER 6574 PALMER PARK CIRCLE SARASOTA
FL 33040

GARY LOER
C/O GARY LOER 6574 PALMER PARK CIRCLE SARASOTA FL 33040

**2025 / 2026
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2026**

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 WRB-24-00084614 07/15/2025 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, 2026

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 WRB-24-00084614 07/15/2025 50.00



Innovation on a Solid Foundation

CUSTOMER REFERENCES

<u>Name</u>	<u>Address</u>	<u>Phone</u>
Southernmost Beach Motels Ltd ATTN: Dale Rands / Craig Singer	121 W. Long Lake Rd. (3rd Flr) Bloomfield Hills, MI 48304	248-321-5900
El Rancho Motel ATTN: Tejas Soni	830 Truman Ave. Key West, FL 33040	305-304-8140
Gonzalez Architects ATTN: Jose Gonzalez	32 E. Bay St. Savannah, GA 31401	912-201-9888
Bender & Associates ATTN: Bert Bender	410 Angela St. Key West, FL 33040	305-296-1347

CREDIT REFERENCES

<u>Name</u>	<u>Address</u>	<u>Phone</u>
Power Air Conditioning, Inc. ATTN: Bob Castiglione	1525 N. Osprey Ave. Sarasota, FL 34236	941-362-8801
Florida Keys Electric, Inc. ATTN: Raymond Vazquez	5730 2nd Ave. Key West, FL 33040	305-296-4028
Gary's Plumbing, Inc. ATTN: Gary Centonze	6409 2nd Terrace #1 Key West, FL 33040	305-296-6013
Douglas H. Kresge LLC ATTN: Doug Kresge	1915 11th St. Sarasota, FL 34236	941-376-1580



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2025

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency Bouchard Region 1 N. Dale Mabry Hwy, Suite #450 Tampa FL 33609	CONTACT NAME: Certificate Specialist	
	PHONE (A/C, No, Ext): 727-447-6481	FAX (A/C, No):
E-MAIL ADDRESS: MMA@Bouchard.Certificates@MarshMMA.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Mesa Underwriters Specialty Insurance C		36838
INSURER B : Infinity Assurance Insurance Company		39497
INSURER C : Palomar Excess and Surplus Ins Co		16754
INSURER D : Amerisure Mutual Insurance Company		23396
INSURER E :		
INSURER F :		

INSURED DL27 D L Porter Constructors, Inc.
6574 Palmer Park Circle
Sarasota FL 34238-2777

COVERAGES **CERTIFICATE NUMBER:** 1065782976 **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 CERTIFICATION 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 INSD	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/PPD 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	MP0082001011153	1/1/2026	1/1/2027	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 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			50000810401	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<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	PESXS017621	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC20807451402	1/1/2026	1/1/2027	<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
D	Leased/Rented Equipment			IM20593641802	1/1/2026	1/1/2027	250,000 DED: \$1,000

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 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.
See Attached...

CERTIFICATE HOLDER

CANCELLATION

CITY OF KEY WEST Contractor Licensing P O BOX 1409 KEY WEST FL 33041-1409	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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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh & McLennan Agency		NAMED INSURED D L Porter Constructors, Inc. 6574 Palmer Park Circle Sarasota FL 34238-2777
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Umbrella follows form in respects to general Liability, Automobile Liability and Employers Liability.

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

Williams Scotsman, Inc. is added as Loss Payee with regard to Leased/Rented Equipment.