

BID FORM

To: City of Key West, Florida
Address: 1300 White Street, Key West, Florida 33040
Project Title: **HMGP- WIND HARDENING FOR PUBLIC BUILDINGS**
Project No.: ITB #23-017

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

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

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

Email Address: **garyloer@dlporter.com**

BIDDER'S DECLARATION AND UNDERSTANDING

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

The Bidder further declares that he/ she has carefully examined the Contract Documents, that he/ she has personally inspected the Project, that he/ she has satisfied himself/ herself 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 Proposal.

The Bidder further agrees that the Owner may "non-perform" the work in the event that the low bid is in excess of available funding. Non-performance will be determined prior to Notice of Award.

The intent of the Bid Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied, whether or not specifically called for in the Contract Documents.

GENERAL INSURANCE REQUIREMENTS

During the Term of the Agreement, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("City"), the types of insurance described in the General and Supplemental Conditions of the Contract.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within **three hundred thirty (330) calendar days**, including construction of the foundation and assembly of the structure.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of **\$500.00** per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

ADDENDA

The Bidder hereby acknowledges that he/ she has received Addenda No's. 01, 02, _____, _____. (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his/ her 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 WORK ITEMS

The Proposal for the work is to be submitted on a lump sum basis by location and with one lump sum price for all locations. All items required to complete the work specified but not included in the Proposal shall be considered incidental to those set forth in the Proposal. Payment to the Contractor will be made on work actually performed by the Contractor, as specified in the Contract Documents.

The General Allowance is only to be used with Owners written permission via authorized change order for unforeseen conditions.

The Bidder further proposes to accept as full payment for the Work proposed herein, the amounts computed under the provisions of the Contract Documents and based on the following individual lump sum amounts. The Bidder agrees that the lump sum pricing includes all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

* * * * *

BID SCHEDULE

LUMP SUM BID

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 several scheduled items of the overall contract, and no separate payment will be made therefore.

The Bidder shall submit a Schedule of Values with the Bid. It shall be broken down by trade and type of work and it shall be used as a basis for payment. The Bidder will be considered non-responsive if Schedule of Values is not included in the Bid package.

1. <u>Mobilization, General/Supp Conditions and Demobilization</u> (10% of Construction Cost Max.)	<u>\$ 330,882.15</u>
2. <u>Payment and Performance Bonds</u>	<u>\$ 41,966.56</u>
3. <u>Permit Fees Allowance (to be paid at cost)</u>	<u>\$75,0000 Allowance</u>
4. 610 Palm Avenue Hardening (Includes all labor, equipment, & materials for a complete project	<u>\$ 1,303,377.62</u>
5. Wastewater Treatment Plant Hardening (Includes all labor, equipment, & materials for a complete project	<u>\$ 2,141,731.52</u>
6. Transfer Station Hardening (Includes all labor, equipment, & materials for a complete project	<u>\$ 474,919.25</u>
TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:	
A. Total of lump sum items 1 – 6	<u>\$ 4,367,877.10</u>

**Four Million Three Hundred Sixty-Seven Thousand
Eight Hundred Seventy-Seven** Dollars & **Ten** Cents
(amount written in words)

BID PROPOSAL FORM

ALTERNATES BID SCHEDULE BASE BID ADD/DEDUCT

NOTE: BIDDERS ARE REQUIRED TO COMPLETE THIS FORM AS PART OF THEIR OVERALL BID SUBMITTAL

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

1. An Add/Deduct Alternate Item #1 for Fleming Key, WWTP: Storm Shutters: Contractor to provide an alternate price to add new aluminum shutters to the windows on the first floor of the Wastewater Treatment Plant Operations Building as described in Addendum #1: ITB Clarifications item #3.

\$ **30,995.00** **ADD**

2. An Add/Deduct Alternate Item #2 for all three locations: Garage Doors: Contractor to provide an alternate price differential to upgrade to 18-gauge galvanized flat door slats vs (20 gauge in base bid) as noted on the door schedule sheets.

\$ **5,665.38** **ADD**

3. An Add/Deduct Alternate Item #3 for all three locations: Garage Doors: Contractor to provide an alternate price differential to upgrade to 304 series stainless steel flat door slats for all roll-up doors as noted on the door schedule sheets.

\$ **210,508.00** **ADD**

4. An Add/Deduct Alternate Item #4 for Fleming Key, WWTP: Contractor to provide an alternate price differential to change to 14-gauge doors vs 16-gauge doors as noted on sheet A-7.1.

\$ **7,282.00** **ADD**

5. An Add/Deduct Alternative Item #5 for 620 Palm Avenue: Contractor to provide a price to add new 36" high aluminum flood panels on the 5 ground floor garage doors and the 2 new swinging doors as noted on sheet A-2.0.

\$ **70,953.00** **ADD**

6. An Add/Deduct Alternative Item #6 for 620 Palm Avenue: Contractor to provide a deduct price to eliminate the new roof for the Public Works.

\$ **(312,650.00)** **DEDUCT**

(continued next page)

BID PROPOSAL FORM

**ALTERNATES BID SCHEDULE
BASE BID ADD/DEDUCT**

7. An Add/Deduct Alternative Item #7 for the Wastewater Treatment Plant Buildings at Fleming Key:620 Contractor to provide a deduct price to eliminate the new roof for the Wastewater Treatment Plant buildings at Fleming Key.

\$ (1,153,404.00)

DEDUCT

SUBCONTRACTORS

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

Power Air Conditioning, Inc.

Name

1525 N Osprey Ave. , **Sarasota** , **FL** , **34236**
Street City State Zip

Apollo Electric Solutions

Name

14 Aquamarine Dr., Unit B , **Key West** , **FL** , **33040**
Street City State Zip

A-Plus Roofing of Key west, Inc.

Name

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

Name

Street City State Zip

Name

Street City State Zip

SURETY

Liberty Mutual Insurance Company whose address is

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

BIDDER

The name of the Bidder submitting this Proposal 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 Proposal and with the Contract shall be sent.

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

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

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 547827

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

Current Principal Place of Business:

2 PALMER PARK CIR
SARASOTA, FL 34238

FILED
Jan 23, 2023
Secretary of State
8371905113CC

Current Mailing Address:

6572 PALMER PARK CIR
SARASOTA, FL 34238 US

FEI Number: 59-1782890

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

CASTAGNA, COLEEN A
6572 PALMER PARK CIR
SARASOTA, FL 34238 US

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

SIGNATURE: COLEEN A CASTAGNA

01/23/2023

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

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

Title SECRETARY
Name CASTAGNA, COLEEN A
Address 6572 PALMER PARK CIR
City-State-Zip: SARASOTA FL 34238

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

SIGNATURE: COLEEN CASTAGNA

**CORPORATE
SECRETARY**

01/23/2023

Electronic Signature of Signing Officer/Director Detail

Date

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/ her (its) hand this _____ day of _____ 2023.

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 13th day of December 2023.

(SEAL)

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

By  _____

Title Gary A. Loer, President

Attest  _____

Secretary **Coleen Castagna**



RELEVANT EXPERIENCE
MONROE COUNTY, FL

<u>PROJECT</u>	<u>OWNER</u>	<u>PHONE</u>	<u>CONTRACT</u>
1800 Atlantic Balcony Repairs 1800 Atlantic Blvd. Key West, FL 33040	1800 Atlantic Condo. Association Don Unkart management@1800atlantickw.com 1800 Atlantic Ave. Key West, FL 33040	(305) 294-9553 Office	\$ 6,547,062.00
Almond Tree Inn Renovations 512 Truman Ave. Key West, FL 33040	Island Hotel Properties, LLC James Stewart 3130 Northside Drive Key West, FL 33040	(305) 292-5200 Office	\$ 1,602,822.00
Bridge Street Bazaar / Daiquiri Deck 117 Bridge Street, Unit A Bradenton Beach, FL 34217	Daiquiri Deck Raw Bar Bradenton Beach, Ltd. Troy Sypprett tsypprett@daiquirideck.net 5250 Ocean Blvd. Sarasota, FL 34242	(941) 915-5838 Cell	\$ 4,350,197.76
Buquebus Ferry Terminal Key West, FL	City of Key West Karen Olson kolson@cityofkeywest.com 210 William Street Key West, FL 33040	(305) 809-3803 Office	\$ 3,036,000.00
Conch Harbor & Marina 951 Caroline Street Key West, FL 33040	RCI Marine, Inc. Mark Summers 300 Alton Road, Suite 303 Miami Beach, FL 33139	(305) 672-5588 Office	\$ 4,586,698.00
Department of Homeland Security (Immigration & Customs Enforcement) 1990 N Roosevelt Blvd 2019-2025 N Roosevelt Blvd. Key West, FL 33040	Key West GSA, LLC Kiely Commercial, Inc. Danielle Kiely danielle@kielycommercial.com 711 S Howard Ave., Suite 200 Tampa, FL 33606	(813) 490-6625 Office (813) 230-1968 Cell	\$ 2,545,711.00
Department of Juvenile Justice 5503 College Road Key West, FL 33040	Monroe County Board of County Commissioners 5100 College Road Key West, FL 33040		\$ 551,437.04
	William P Horn Architect Bill Horn wphorn@aol.com 410 Angela St. Key West, FL 33040	(305) 296-8302 Office	



RELEVANT EXPERIENCE
MONROE COUNTY, FL

<u>PROJECT</u>	<u>OWNER</u>	<u>PHONE</u>	<u>CONTRACT</u>
El Rancho Motel (Silver Palms) 830 Truman Ave. Key West, FL 33040	Tejas Inc. dba El Rancho Motel Tejas Soni tejnut2@gmail.com 803 Truman Ave. Key West, FL 33040	(305) 292-9596 Office	\$ 5,749,668.33
The Encore Condominiums Fruitville Road Sarasota, FL 34236	TAD Development, LLC Daniel Solaz dsolaz2@earthlin.net 178 Myrtle Blvd. Larchmont, NY 10538	(914) 794-5909 Office (941) 928-5189 Cell	\$ 3,563,082.00
Florida Keys Community College Physical Dev. Bldg & Pool Complex 5901 College Road Key West, FL 33040	The College of the Florida Keys Doug Pryor douglas.pryor@fkcc.edu 5901 College Road Key West, FL 33040	(305) 809-3184 Cell	\$ 4,686,000.00
Florida Keys Marathon Airport - Rental Car Wash Facility	Monroe County Board of County Commissioners Beth Leto leto-beth@monroecounty-fl.gov 5100 College Road Key West, FL 33040 McFarland Johnson 2409 N Roosevelt Blvd, Suite 4 Key West, FL 33040	(305) 809-5239 Office	\$ 1,204,965.88
Florida Keys SPCA New Facility 5711 Colleve Road Key West, FL 33040	Florida Keys SPCA Jane Dawkins jane@fkspca.org 5230 College Road Key West, FL 33040	(305) 294-4857 Office	\$ 6,060,946.56
Frederick Douglass Rec Center Renovation 111 Olivoa Street Key West, FL 33040	City of Key West Terrence Justice tjustice@cityofkeywest-fl.gov PO Box 1409 Key West, FL 33040	(305) 809-3943 Office (305) 304-4799 Cell	\$ 2,440,143.40



RELEVANT EXPERIENCE
MONROE COUNTY, FL

<u>PROJECT</u>	<u>OWNER</u>	<u>PHONE</u>	<u>CONTRACT</u>
Gato Building Renovations 1110 Simonton Street Key West, FL 33040	Monroe County Board of County Commissioners 5100 College Road Key West, FL 33040		\$ 4,027,200.00
	Bender & Associates Architects Bert Bender bbender@benderarchitects.com 410 Angela St. Key West, FL 33040	(305) 296-1347 Office	
H2O Hotel 1212 Simonton St. Key West, FL 33040	Casa Marina - 1120 Simont St., LLC Steve Wilson swilson@meisel-cohen.com 6000 Executive Blvd., Suite 700 Rockville, MD 20852	(301) 881-7800	\$ 9,440,218.77
Homestead Village 7560 State Road 84 Davie, FL	BSW International Reed Robinson One West Third Street, Suite 100 Tulsa, OK 74103-3505	(918) 582-8771	\$ 4,325,000.00
Key Cove Housing 3029 N. Roosevelt Blvd. Key West, FL 33040	Key Cove Construction, Inc. 3029 N. Roosevelt Blvd. Key West, FL 33040		\$ 4,251,000.00
	Gonzalez Architects Jose Gonzalez jose@gonzalez-architects.com 14 NW First Ave., Suite 909 Miami, FL 33132	(305) 455-4216 Office (912) 313-2910 Cell	
Key West Airport Customs Facility Terminal Annex Repairs	Monroe County Board of County Commissioners Beth Leto leto-beth@monroecounty-fl.gov 5100 College Road Key West, FL 33040	(305) 809-5239 Office	\$ 2,931,223.00
	McFarland Johnson 2409 N Roosevelt Blvd, Suite 4 Key West, FL 33040		



RELEVANT EXPERIENCE
MONROE COUNTY, FL

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



RELEVANT EXPERIENCE
MONROE COUNTY, FL

<u>PROJECT</u>	<u>OWNER</u>	<u>PHONE</u>	<u>CONTRACT</u>
Mallory Wharf Refurbishment	City of Key West Terrance Justice tjustice@cityofkeywest-fl.gov PO Box 1409 Key West, FL 33041-1409	(305) 809-3943	\$ 294,655.53
Mariners Cove Apts 3330 Northside Dr. Key West, FL 33040	Heritage Construction Company Jim Kincaid 5505 North Atlantic Avenue, Suite 115 Cocoa Beach, FL 32931	(321) 799-4090	Office \$ 4,962,000.00
Mosquito Control Hangar 503 107th St. Gulf Marathon, FL 33050	Florida Keys Mosquito Control District Mike Spoto mospoto@keysmosquito.org 5224 College Road Stock Island, FL 33040	(305) 292-7190	Office \$ 7,652,660.00
Pirates Soul Museum / Rum Barrel Bar & Restaurant 524-528 Front Street Key West, FL 33040	Sunset Ventures Marc Cerceo stretch@ifeelgreat.com PO Box 520A Villanova, PA 19085	(610) 520-1890 (215) 429-5555	Office Cell \$ 1,783,117.00
Santa Maria Hotel 1401 Simonton St. Key West, FL 33040	Santa Maria Sales Office Ralph Sanchez c21rjsanchez@aol.com 1401 Simonton St. Key West, FL 33040	(305) 296-5678 (305) 304-0090	Office Cell \$ 13,635,465.45
Smathers Beach Bathroom 2601 S Roosevelt Blvd Key West, FL 33040	City of Key West Terrence Justice tjustice@cityofkeywest-fl.gov PO Box 1409 Key West, FL 33040	(305) 809-3943 (305) 304-4799	Office Cell \$ 662,194.85



RELEVANT EXPERIENCE
MONROE COUNTY, FL

<u>PROJECT</u>	<u>OWNER</u>	<u>PHONE</u>	<u>CONTRACT</u>
Southernmost on the Beach (Atlantic Shores) Southernmost Gingerbread House	Southernmost Beach Motel, Ltd. Dale Rands 1319 Duval St. Key West, FL 33040	(248) 321-5900 (248) 762-5595	Office Cell \$ 19,755,609.05
Southernmost Restroom Renovations Southernmost Pier 1319 Duval St Key West, FL 33040			
Staybridge Suites 301 E Bay Street Savannah, GA 31401	Savannah Hospitality Group, LLC James Holt jsh@clarksonfl.com 3100 University Blvd. S., Suite200 Jacksonville, FL 32216	(904) 359-0045	Office \$ 8,187,718.00
Truman Hotel 611 Truman Ave. Key West, FL 33040	Truman Hotel, Inc. William O. Kemp, President william@pinewood.consulting	(305) 296-2588	Office \$ 6,855,450.00
Truman Waterfront Park Amphitheater 21 East Quay Road Key West, FL 33040	City of Key West Terrence Justice tjustice@cityofkeywest-fl.gov PO Box 1409 Key West, FL 33040	(305) 809-3943 (305) 304-4799	Office Cell \$ 3,547,199.26
Truman Waterfront Mole Pier ECP 21 East Quay Road Key West, FL 33040	City of Key West Terrence Justice tjustice@cityofkeywest-fl.gov PO Box 1409 Key West, FL 33040	(305) 809-3943 (305) 304-4799	Office Cell \$ 3,664,721.00

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications, entitled:

ITB #23-017

HMGP- WIND HARDENING FOR PUBLIC BUILDINGS

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

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

Signed and sealed this 13 day of December, 2023.

D.L. Porter Constructors, Inc.

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

Liberty Mutual Insurance Company
SURETY

By 
Attorney-In-Fact Michael Marino, Resident Agent #P235622



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

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

Certificate No: 8207604-985316

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Edward Reilly; Jaclyn Thomas; Kevin T. Walsh, Jr.; Krystal L. Stravato; Marisol Mojica; Michael Marino; Thomas MacDonald

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of April, 2022.



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

By: David M. Carey, Assistant Secretary

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

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 6th day of April, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of December, 2023.



By: 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 13th day of December 2023.

Kim Dryden
Kim Dryden

NOTARY PUBLIC, State of Florida at Large



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 #23-017 HMGP-4337-451-R
Wind Hardening for Public Buildings

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.)


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

December 13, 2023
 (date)

STATE OF FLORIDA

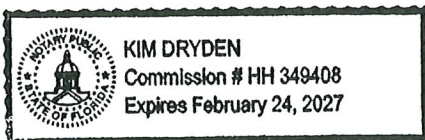
COUNTY OF SARASOTA

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 13th day of December, 2023.

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

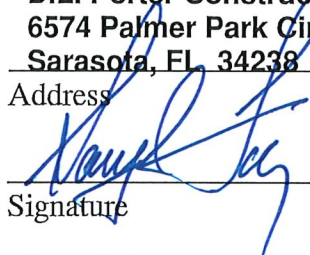



 NOTARY PUBLIC **Kim Dryden**

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by him/ her in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$2 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

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

CONTRACTOR: D.L. Porter Constructors, Inc.
6574 Palmer Park Circle
Sarasota, FL 34238
Address

Signature
Gary A. Loer
Print Name
President
Title
DATE: December 13, 2023

SEAL:

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 Code of Ordinances Sec. 2-799.

By: _____

Gary A. Loer, President

Sworn and subscribed before me this 13th day of December 2023.

Kim Dryden
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 Code of Ordinances Sec. 2-773 Cone of Silence.

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

Sworn and subscribed before me this,

13th day of December 2023.

Kim Dryden
Kim Dryden



NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires: February 24, 2027

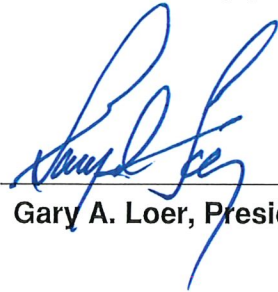
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

: SS COUNTY OF

~~MONROE~~ SARASOTA)

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

By: 
Gary A. Loer, President

Sworn and subscribed before me this,

13th day of December, 2023.





NOTARY PUBLIC, State of Florida at Large Kim Dryden


My Commission Expires: February 24, 2027

None to Report

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: Prime _____ Subawardee _____ Tier _____, if known : D.L. Porter Constructors, Inc. 6574 Palmer Park Circle Sarasota, FL 34238 Congressional District, if known :	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known :	
6. Federal Department/Agency: FEMA Hazard Mitigation Grant Program	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known : ITB #23-017 HGMP Wind Hardening	9. Award Amount, if known : \$ _____	
a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  _____ Print Name: Gary A. Loer, President _____ Title: Telephone No.: (941) 929-9400 _____ Date: 12/13/23	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

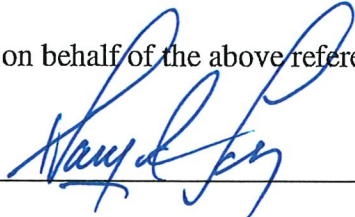
According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

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

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: <u>Gary A. Loer,</u>	<u>President</u>
<i>Print Name</i>	<i>Print Title</i>
who is authorized to sign on behalf of the above referenced company.	
Authorized Signature: <u></u>	

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/ her bid.)

1. All Contract Documents thoroughly read and understood
2. All blank spaces in Bid filled in black ink.
3. Total and Item/unit Prices added correctly.
4. Addenda acknowledged.
5. Subcontractors are named as indicated in the Bid.
6. Experience record included.
7. Bid signed by authorized officer.
8. Bid Bond completed and executed, including power-of-attorney, dated the same date as Bid Bond.
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting the performance of the work.
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten days after receiving a Notice of Award.
11. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms and Conditions of the Contract, one (1) original, two (2) USB drives.
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
13. Anti-kickback Affidavit; Public Entity Crime Form; City of Key West Indemnification
Equal Benefits for Domestic Partners Affidavit; Local Vendor Certification;
Non-Collusion Affidavit; Scrutinized Companies List Certification;
Proof of Required Insurance

* * * * *



THE CITY OF KEY WEST

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

ADDENDUM NO. 1

Pre-Bid Meeting Questions with Addendum #1

ITB 23-017

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

Questions:

- 1) **Question:** Does the Navy have input regarding the approval process?
Response: For renovations that are non-structural, a formal permit from the Navy is not needed since the building is City owned. The City will send the Public Works Office (PWO) at the Navy base, LDCR Aaron Buren (aaron.v.buren.mil@us.navy.mil), an advance copy of the Bid Drawings.
- 2) **Question:** Is there a budget for this project?
Response: The budget is based on an HMGP grant. Additional grant funds will be requested based on final bids. The current budget is \$709,674. This does not include the cost for new roofs at 620 Palm Avenue and Fleming Key Wastewater Treatment Plant buildings.
- 3) **Question:** How many steel panels will be needed for the Waste Transfer Station Buildings?
Response: The drawings (drawing package 161 Toppino Industrial Drive) specify panels that are to be replaced. Paint will need to be closely matched to the existing color.
- 4) **Question:** Is there any hidden building damage with (girts / purlins)? If so, it will affect scheduling.
Response: There could be some damage (girts and purlins). If some require replacement, a request for an allowance can be made. If a time extension is needed, the City will collaborate to extend the project deadline.

ITB 23-017 Addendum #1

(continued next page)

ITB 23-017 Addendum #1: ITB Clarifications:

- 1) Painting of buildings: the chlorine building, solids building and the operations building at the Wastewater Treatment Plant site as well as the Public Works garage building at 620 Palm Avenue will get repainted on the exterior as noted in the scope of work on sheets A-1 and A-8 (paint specifications) for each site.
- 2) Please see the attached alternate list, items 1-5 below.
- 3) Storm Shutters: for the Wastewater Treatment Plant operations building provide an alternate price to add new aluminum pre-engineered storm shutters to all the windows shown on the first floor, sheet A-3.0 (windows E, F, G, H and S). Shutters to be engineered by a Florida licensed engineer to meet the design pressures shown on sheet A-7.0 for each opening. Shutters to match existing shutter configuration as best as possible and be electrically operational like the existing shutters.
- 4) The lightning protection systems are part of the base bid.

ITB 23-017 Addendum #1

(continued next page)

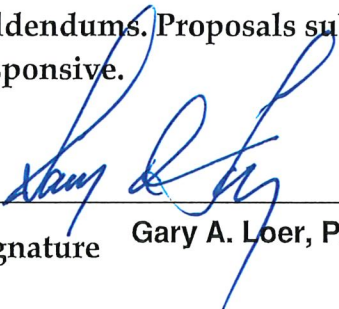
ITB 23-017 Addendum #1 Alternates: (1-7):

Bidders will be required to complete the "Alternates Bid Schedule" as part of their overall bid submittal.

- 1) Storm Shutters: Contractor to provide an alternate price to add new aluminum shutters to the windows on the first floor of the Wastewater Treatment Plant (WWTP) Operations Building as described in Addendum #1: ITB Clarifications (item #3). The removal of the existing shutters will be part of the base bid. The new shutter needed for louver L5 on sheet A-3.2 is part of the base bid.
- 2) Garage doors for all three projects: Contractor to provide an alternate price differential to change to 18-gauge galvanized flat door slats vs (20 gauge in base bid) as noted on the door schedule sheets.
- 3) Garage doors for all three projects: Contractor to provide an alternate price differential to change to 304 series stainless steel flat door slats as noted on the door schedule sheets.
- 4) Flush doors for the Fleming Key Waste Treatment Plant buildings: Contractor to provide an alternate price differential to change to 14-gauge doors instead of 16-gauge doors as noted on sheet A-7.1.
- 5) Flood Panels on exterior doors for 620 Palm Avenue: Contractor to provide a price to add for new 36" high aluminum flood panels on the 5 ground floor garage doors and the 2 new swinging doors as noted on sheet A-2.0.
- 6) Roof: Contractor to provide a deduct price to eliminate the new roof for the Public Works building at 620 Palm Avenue.
- 7) Roofs: Contractor to provide a deduct price to eliminate the new roof for the Wastewater Treatment Plant buildings at Fleming Key.

ITB 23-017 Addendum #1 Alternates: (1-7):

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



Signature Gary A. Loer, President

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

Attachments:

ITB 23-017, Alternates Bid Schedule, Page 17-1A.



THE CITY OF KEY WEST

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

ADDENDUM NO. 2

Questions:

ITB 23-017

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

Questions:

- 1) **Question:** There are numerous requests for alternate pricing on the plans, but nowhere to list them on the bid form. Are we to price only per base bid or will you be providing a revised bid form?

Response: Please use the form provided with Addendum 1 (Addendum 1 page 17-1A) to supply all requested alternate pricing.

- 2) **Question:** Per specification 01800, please provide a hazardous material survey or instructions concerning this requirement.

Response: The City does not have any reports or have any knowledge of any asbestos used in the construction of the buildings in this project. If any asbestos is identified during the construction process, please notify the City project manager.

- 3) **Question:** Are all buildings to remain occupied during this work?

Response: Yes, all buildings will remain occupied during this work.

- 4) **Question:** Notes on plans instruct contractors to remove **all** existing exterior doors and windows prior to adding new items. Please clarify building security requirements during demolition and construction.

Response: The building will remain operational during construction so any doors or windows removed will have to be covered if not complete on the same day. This includes any work on the roof. The contractor does not have to remove all windows and doors prior to installing the new ones, the note was intended to assure the contractor is including removal of existing items as required for the new work and patching as required after installing the new items.

Questions Continued

Questions:

5) **Question:** Painting of exteriors are specifically noted on some plan sheets. Other than in the standard specs, there are no interior finish schedules or specific instructions to paint the interiors. Please clarify.

Response: The only painting to occur inside the buildings would be around the new windows or doors, if trim, sill, or gypsum board is to be removed to complete the required work. Interior paint to match the existing color.

ITB Revisions for Fleming Key Wastewater Treatment Plant:

Addendum # 1 referenced added door closers and hold open devices for Fleming Key Storm Hardening Project. Please refer to A-4.3 Door Schedule drawing for additional information.

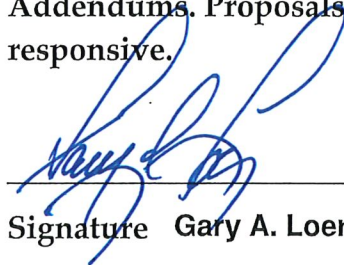
The Roof Ventilator: On sheet A-4.3 (solids building roof plan), shows a roof vent location with a reference to detail 10/A-6.1 and should reference detail 9/A-6.1 (typical curb detail).

Provide and install Gravity Relief Ventilator on 22" X 38" Roof Curb, 14" X 30 " Roof Opening.

The Ventilator shall provide weather- tight construction, constructed of heavy gauge galvanized steel hood with corner stiffener angles. Internal bracing shall consist of 1.25" X 1.25" X 1.25" corrosion resistant steel angles. Hoods shall be mechanically fastened to the throat for easy removal. The airshaft to be galvanized steel. Bracing, Air Shaft and Curb cap to be galvanized steel throughout. 1/2" bird screen shall be mounted across the discharge area of the hood.

Gravity ventilator shall be PennBarry model AEGR 5 0r equivalent. Submit shop drawings to the architect for review and approval prior purchase.

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



Signature **Gary A. Loer, President**

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

Attachments:

- ITB 23-017. Alternates. Page 17-1A
- Fleming Key – A-7.1 Door Schedule



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

LOER, GARY ALAN

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

LICENSE NUMBER: CGCA51066

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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.

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

Business Name: D L PORTER CONSTRUCTORS INC

RECEIPT# 30140-60602

Owner Name: GARY A LOER
Mailing Address:

6574 PALMER PARK CIR
SARASOTA, FL 34238

Business Location: 1805 STAPLES AVE 103
KEY WEST, FL 33040

Business Phone: 941-929-9400
Business Type: CONTRACTOR (CERTIFIED GENERAL)

Employees 20

STATE LICENSE: CGCA51066

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

Paid 120-22-00006628 07/21/2023 50.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

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

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

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

Business Name: D L PORTER CONSTRUCTORS INC

RECEIPT# 30140-60602

Owner Name: GARY A LOER
Mailing Address:

6574 PALMER PARK CIR
SARASOTA, FL 34238

Business Location: 1805 STAPLES AVE 103
KEY WEST, FL 33040

Business Phone: 941-929-9400
Business Type: CONTRACTOR (CERTIFIED GENERAL)

Employees 20

STATE LICENSE: CGCA51066

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

Paid 120-22-00006628 07/21/2023 50.00

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

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

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

Comments:

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

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

This document must be prominently displayed.

GARY LOER

RECEIVED

JUL 31 2023

D.L. Porter Constructors, Inc.