



## **PROPOSAL**

**ITB # 23-005**

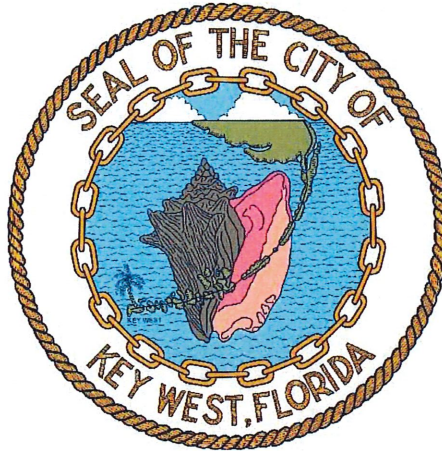
### **FREDERICK DOUGLASS COMMUNITY CENTER (FDCC)**

**For**

**The City of Key West  
Office of the City Clerk  
1300 White Street  
Key West, FL 33040**

**BID DATE:  
May 30, 2023 @ 3:00 pm**

# CONTRACT DOCUMENTS FOR:



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## ITB #23-005 FREDERICK DOUGLASS COMMUNITY CENTER (FDCC)

MARCH 2023

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MAYOR: TERI JOHNSTON

COMMISSIONERS:

JIMMY WEEKLEY

SAMUEL KAUFMAN

BILLY WARDLOW

LISSETTE CAREY

MARY LOU HOOVER

CLAYTON LOPEZ



CITY OF KEY WEST  
KEY WEST, FLORIDA

CONTRACT DOCUMENTS

for

FREDERICK DOUGLASS COMMUNITY CENTER(FDCC)

SUBJECT: INVITATION TO BID NO. 23-005:  
CITY OF KEY WEST  
Frederick Douglass Community Center (FDCC)

ISSUE DATE: **March 31, 2023**

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

DELIVER BIDS TO: SAME AS ABOVE.

FIRST DATE FOR INQUIRIES: **April 11, 2023**

MANDATORY PRE-BID: **April 18, 2023**

FINAL DATE FOR INQUIRIES: **May 8, 2023**

FINAL DATE FOR RESPONSES: **May 12, 2023**

BIDS MUST BE RECEIVED: **May 24, 2023**

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

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**PART 1**

**BIDDING REQUIREMENTS**

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## INVITATION TO BID

Sealed bids for the City of Key West **ITB #23-005 FREDERICK DOUGLASS COMMUNITY CENTER(FDCC)**, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White St., Key West Florida, 33040 until **3:00 pm on MAY 24, 2023** and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

**Please submit one (1) original bid package and two (2) electronic copies on USB drives with a single PDF file of the entire bid package.** Bid package is to be enclosed in a sealed envelope, clearly marked on the outside **“BID FOR FREDERICK DOUGLASS COMMUNITY CENTER (FDCC)-ITB #23-005”** addressed and delivered to the City Clerk at the address noted above.

The project consists of the construction of new building and site as shown on the Permit Set of Drawings **FREDERICK DOUGLASS COMMUNITY CENTER(FDCC)** dated March 07, 2023.

The full Invitation to Bid may be obtained from Demand Star by Onvia and The City of Key West website. Please contact Demand Star at [www.demandstar.com](http://www.demandstar.com) or call 1-800-711-1712 or [www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov)

A **Mandatory pre-bid meeting** will be held in the City Manager’s conference room at City Hall, 1300 White Street, Key West, Florida on **APRIL 18, 2023 at 10:30 A.M.** followed by a site walk through.

**Or Zoom Meeting:**

[https://cityofkeywest-fl-gov.zoom.us/j/85137676988?pwd=WmNJTU9WYVVTzQ0cFgxV3I1dXdmZz09](https://cityofkeywest-fl.gov.zoom.us/j/85137676988?pwd=WmNJTU9WYVVTzQ0cFgxV3I1dXdmZz09)

Meeting ID: 851 3767 6988

Passcode: 856576

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

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

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

- A. City of Key West License, as defined in Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.
- B. City of Key West Business Tax License Receipt

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

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

The CITY hereby notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration for an award.

For information concerning the proposed work please contact **Karen Wilman, Senior Construction Manager, City of Key West** by email at **karen.wilman@cityofkeywest-fl.gov**. Verbal communications, per the City's "Cone of Silence" ordinance are not allowed.

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

The CITY retains the right to award bid to the bidder that best meet the needs of the City.

\* \* \* \* \*

## INSTRUCTIONS TO BIDDERS

### 1. CONTRACT DOCUMENTS

#### A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification 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

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Sr. Project Manager and Engineering Director, in writing (at least 8 calendar days prior to Bid opening, March 28, 2023) 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 furnished to all registered holders of Contract Documents. Bidders shall submit with their Bids or indicate receipt of all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

### 2. SCOPE OF SERVICES

A general description of the work to be done is contained in the Scope of Work section.

### 3. REQUIRED QUALIFICATIONS

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

### 4. BIDDER'S UNDERSTANDING

Each Proposer must inform himself/ herself of the conditions relating to the execution of the work and make himself/ herself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Proposer of his/ her obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents.

Each Proposer shall inform himself/ herself of, and the Proposer 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, permits, fees, and similar subjects.



5. TYPE OF BID

LUMP SUM

The Proposal for the work is to be submitted on lump sum basis. 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 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 unit price amounts. The Bidder agrees that the unit prices include all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

Total allowable cost for Mobilization, General/Supp Conditions and Demobilization (bid schedule line item 1) shall be 10% maximum of total construction costs (bid schedule line items 4 through 7).

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in for all schedules and associated parts, as required, preferably in BLACK INK. All price information shall be clearly 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 Owner 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 his/ her BID in the blank space provided therefor. If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership,

a notarized power-of-attorney must be on file with the Owner prior to opening of Bids or submitted with the Bid otherwise the Bid will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

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

The Bidder shall submit with his/ her Bid his/ her experience record showing his/ her experience and expertise in construction and directory construction, typical foundation and CMU construction, hardscapes, and related work. Such experience record shall provide at least five current or recent projects of similar work, not more than 5 years old within the State Florida and preferably Monroe County. For each project the following information shall be provided:

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

The bidder shall submit at least 3 references from the above work experience.

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

D. ATTACHMENTS

Bidder shall complete and submit the following forms with his/ her bid:

1. Anti-Kickback Affidavit
2. Public Entity Crimes Form
3. City of Key West Indemnification Form
4. Equal Benefits for Domestic Partners Affidavit
5. Cone of Silence
6. Local Vendor Certification
7. Non-Collusion Affidavit
8. Scrutinized Companies List Certification
9. Proof of Required Insurance

E. CITY OF KEY WEST LICENSE REQUIRED

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

7. STATE AND LOCAL SALES AND USE TAXES

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

8. SUBMISSION OF BID

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 bid package and two (2) FLASH DRIVES containing a single PDF file of the entire bid package.**

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

9. MODIFICATION OR WITHDRAWAL OF BID

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 Bids. No Bid may be withdrawn after the time scheduled for opening of Bids unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

10. BID SECURITY

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

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

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

11. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the CITY will return the bid securities to all

Bidders whose BIDS are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and any guarantees, which have been forfeited, will be returned to the respective Bidders whose Proposals he/ she accompanied.

12. AWARD OF CONTRACT

The Award will be made under one Contract by the Owner on the basis of the Bid from the lowest, responsive, responsible Bidder. The Owner may award entire Bid or selected line items based on the CITY'S best interest and available funds a time of Award.

Within 90 calendar days after the opening of Bids, the Owner will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable Performance Bond, Payment Bond, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 120 days after the opening of Bids. Bidders will guarantee their Bid price(s) for up to 120 calendar days after Bid opening.

The CITY reserves the right to accept or reject any or all Bids and to waive any formalities and irregularities in said Bids, or if bids exceed the budgeted amount.

13. BASIS OF AWARD

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

14. EXECUTION OF CONTRACT

The successful Bidder shall, within 10 working days after receiving Notice of Award, sign and deliver to the Owner a Contract in the form hereto attached together with the insurance certificate examples of the bonds as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

15. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall file with the CITY, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Contract price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, 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 CONTRACTOR shall supply the OWNER 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 contractor 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.

C. 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.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

The Bidder who has a Contract awarded to him/ her and who fails to promptly and properly execute the Contract or furnish the required Bonds shall forfeit the bid security that accompanied his/ her 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 or furnish the required Bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

17. TIME OF COMPLETION

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

When the Contractor receives a Notice to Proceed, he/ she shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in the Contract.

The term of this contract will be **Five hundred and forty-five (545) calendar days**.

18. PUBLIC RECORDS REQUIREMENTS

In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to (a) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided 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 of the contractor upon termination of the contract and destroy any duplicate public records that 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 contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

19. PERMITS AND FEES

The Bidder awarded this project shall procure and pay all permits and licenses, charges, and fees, and give notices necessary and incidental to the due and lawful prosecution of the work, the cost of which shall be included in the fee received for the work, except where separately agreed.

20. 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 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.

21. SALES AND USE TAXES

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

22. ART IN PUBLIC PLACES (AIPP)

The Bidder agrees to work with the city to coordinate Art in public places for this project, per City of Key West Ordinance Sec. 2-481 through 2-487.

23. FLORIDA GREEN COMMERCIAL BUILDING (FGBC)

The Bidder agrees to work with the city to coordinate documentation for the FGBC requirements.

\* \* \* \* \*



## **BID FORM**

To: City of Key West, Florida

Address: 1300 White Street, Key West, Florida 33040

Project Title: **FREDERICK DOUGLASS COMMUNITY CENTER (FDCC)**

Project No.: ITB #23-005

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**

- 1.01 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 herein.
- 1.02 All insurance shall be from responsible insurance companies eligible to do business in the State

of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.

- 1.03 The City shall be specifically included as an additional insured on the Contractor's Liability policies with the exception of the Contractor's Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to all Completed Operations coverages.
- 1.04 The Contractor shall deliver to the City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.
- 1.05 If the Contractor fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement and seize the amount of Contractor's performance bond, letter of credit, or other security acceptable to the City).
- 1.06 The Contractor shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Contractor shall promptly authorize and have delivered such statement to the City.
- 1.07 The Contractor authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Contractor's insurance agents, brokers, surety, and insurance carriers.
- 1.08 All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Contractor in this Agreement.
- 1.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.
- 1.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.
- 1.11 The insurance coverage and limits required of the Contractor under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.
- 1.12 During the Term of this Agreement, the City and its agents and contractors may continue to

engage in necessary business activities during the operations of the Contractor. No personal property owned by City used in connection with these business activities shall be considered by the Contractor's insurance company as being in the care, custody, or control of the Contractor.

- 1.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, the Contractor shall be responsible for all deductibles and self-insured retentions.
- 1.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 1.15 All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.
- 1.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of the Contractor.
- 1.17 If the Contractor utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, the Contractor will ensure all contractors and sub-contractors to maintain the same types and amounts of insurance required of the Contractor. In addition, the Contractor will ensure that the contractor and sub-contractor insurances comply with all of the Insurance Requirements specified for the Contractor contained within this Agreement. The Contractor shall obtain Certificates of Insurance comparable to those required of the Contractor from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to the City upon request. Contractor's obligation to ensure that all contractor's and sub-contractor's insurance as provided herein shall not exculpate Contractor from the direct primary responsibility Contractor has to the City hereunder. The City will look directly to Contractor for any such liability hereunder and shall not be obligated to seek recovery from any contractor or subcontract or under such contractor's or sub-contractor's insurance coverages.

## 2.0 **SPECIFIC INSURANCE COVERAGES AND LIMITS:**

- 2.01 All requirements in this Insurance Section shall be complied with in full by the Contractor unless excused from compliance in writing by the City.
- 2.02 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

**Workers' Compensation and Employers' Liability Insurance** shall be maintained in force during the Term of this Agreement for all employees engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each
Employee	

If the Contractor has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*, the Contractor will be required to issue a formal letter (on the Contractor's letterhead) stating that it has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*. This exception does **not** apply to firms engaged in construction activities.

**Commercial General Liability Insurance** shall be maintained by the Contractor on a Full Occurrence Form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

Bodily Injury &	\$2,000,000.00 Combined Single Limit each
Property Damage Liability	Occurrence and Aggregate

Completed Operations Liability Coverage shall be maintained by the Contractor for a period of not less than four (4) years following expiration or termination of this Agreement.

The use of an Excess, Umbrella and/or Bumbershoot policy shall be acceptable if the level of protection provided by the Excess, Umbrella and/or Bumbershoot policy is equal to or more comprehensive than the Primary Commercial General Liability policy.

**Business Automobile Liability Insurance** shall be maintained by the Contractor as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased, or hired vehicles with limits of such coverage of not less than:

Bodily Injury	\$1,000,000.00 Limit Each Accident
Property Damage Liability	\$1,000,000.00 Limit Each Accident

or

Bodily Injury &	
Property Damage Liability	\$1,000,000.00 Combined Single Limit Each Accident

If the Contractor does not own any vehicles, this requirement can be satisfied by having the Contractor's Commercial General Liability policy endorsed with "Non-Owned and Hired Automobile" Liability coverage.

**Builders Risk Insurance** shall be maintained by the Contractor. Coverage should be provided on an "All Risk" basis to include the perils of Flood and Wind. Coverage must extend to all materials stored at the construction site that is intended to be included in the completed structure. Coverage should be provided on a "Completed Value" basis. The minimum acceptable limits for this coverage shall be the Full Replacement Value of the completed structure. **City shall be designated as the "Loss Payee" on the policy.**

#### **SURETY AND INSURER QUALIFICATIONS**

All bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company, having his/ her 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.

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 **four hundred forty (440) 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, 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 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 lump sum basis. 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 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 include all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

\* \* \* \* \*

## BID SCHEDULE

### FREDERICK DOUGLASS COMMUNITY CENTER (FDCC)

#### 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.**

**Contract Days (545) calendar days. Anticipated days to complete 490 calendar days.**

#### 1. Mobilization, General/Supp Conditions and Demobilization

a. Mobilization	1	each	\$ <u>50,000.00</u>
b. General/Supp. Conditions	1	each	\$ <u>850,000.00</u>
c. Demobilization	1	each	\$ <u>25,000.00</u>
1	LS	(10% of Construction Cost Max.)	\$ <u>925,000.00</u>

#### 2. Payment and Performance Bonds

1	LS	\$ <u>97,013.00</u>
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#### 3. Permit Fees (to be paid at cost)

1	LS	\$ <u>125,000.00</u>
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#### 4. All materials to complete site work and landscape.

1	LS	\$ <u>1,026,115.32</u>
---	----	------------------------

#### 5. Construction of the building (Includes all labor, equipment, & materials for a complete product)

1	LS	\$ <u>7,087,942.63</u>
---	----	------------------------

#### 6. Utility Allowance (only to be used with owner's written directive) \$ 25,000.00



**TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:**

Total of lump sum items 1 – 6

\$ 9,286,070.95

**Nine Million Two-hundred Eight-Six thousand, Seventy** Dollars & **Ninety-Five** Cents  
(amount written in words)

**BASE BID ADD OR DEDUCT ALTERNATES**

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

NOTE: THE TOTAL BID WILL BE THE BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD

7. An ADD Alternate for the casework and storage labeled Alt 1 (Music Suite)

1      LS      \$ 75,946.00

8. A Deduct Alternate for sound panels- Main Hall (101)

1      LS      \$ (93,000.00)

9. A Deduct Alternate for the proposed generator and pad, including all connections associated with the generator.

1      LS      \$ (200,000.00)

10. Add Alternate- Irrigation Design-Build / Cistern Design- Build

1      LS      \$ 96,456.00

Please describe the type of cistern/ water storage solution(s) you are proposing for the project.

**Two (2) 5,000-gal each poly-cistern tanks, 102" diameter x 159" tall. System is run**

**off 3-hp pump design based on 30-gpm requirements.**

20. Add Alternate for Solar Power System

Design and construct a roof mounted solar power system to provide full electrical services for all loads for daily operation of the facility. (See Roof Plan A2.3.1)

		System Warranty	<u>25</u> Years	
a.	LS	Solar Panels- Main Hall Roof <u>28</u> KW	\$ <u>103,180.00</u>	
b.	LS	Solar Panels- Low Roof Olivia <u>25</u> KW	\$ <u>92,125.00</u>	
c.	LS	Solar Panels- Low Roof Fort St <u>15</u> KW	\$ <u>55,275.00</u>	
Total of lump sum items 20.a- 20.c			\$ <u>250,580.00</u>	
d.	LS	Battery system for Main Hall	\$ <u>80,300.00</u>	
e.	LS	Battery system for Low Roof Olivia	\$ <u>80,300.00</u>	
f.	LS	Battery system for Low Roof Fort St	\$ <u>46,200.00</u>	
Total of lump sum items 20.d- 20.f			\$ <u>206,800.00</u>	
g.	LS	Main Hall Design-Build Electrical Upgrades	\$ <u>0.00</u>	
h.	LS	Olivia Street Design-Build Electrical Upgrades	\$ <u>0.00</u>	
i.	LS	Fort St. Design-Build Electrical Upgrades	\$ <u>0.00</u>	
Total of lump sum items 20.g- 20.i			\$ <u>0.00</u>	
Total of lump sum items 20.a- 20.i			\$ <u>457,380.00</u>	

Please list your recommended solar system/ battery system size for this building for best ROI and any battery storage space requirements.

**Tesla Powerwall+ DC coupled battery systems. For the Main Hall and lower Roof Olivia Systems, there will be four Powerwall+ units, an energy gateway and a dry transformer to deliver the required 208V-3P power. Each Tesla system will deliver a total of 30.4 KW of on-grid power, and 38.4 KW of off-grid power, and 54kWh of stored energy. The Low roof Fort St. System will have two (2) Powerwall+ units, an energy gateway and a dry transformer to deliver 208V-3P power. This Tesla system will deliver a total of 15.2 KW of on-grid power, and 19.2 KW of off-grid power and 27kWh of stored energy**

Please list any changes to the building/ design changes that you would request to better work with your solar panel installation

**Fully adhere the TPO membrane to allow design with no screw penetrations through roof for anchors. Since the roof is hollow core, concrete anchors should be avoided. Moving all RTUs as close as possible to high roof walls will help design a more concise array. Electrical should be finalized with solar in mind as to not create problems with generator back-up or needed retrofit.**

NOTE: THE TOTAL BID WILL BE THE BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD

EXPERIENCE OF SOLAR POWER SYSTEM BIDDER

The Bidder states that he/ she is an experienced CONTRACTOR and has completed similar projects within the last 5 years. (List similar projects, with types, names of OWNERS, construction costs, ENGINEERS, and references with phone numbers. Use additional sheets if necessary.)

**Please refer to the pages inserted below for information about SALT Energy's EPC experience.**



Florida Certified Solar Contractor #CVC56734 / Certified Electrical Contractor #EC13008657

*“Serving Renewable Energy Clients in the Florida Keys and Caribbean since 1989”*

## Profile of SALT Energy

Salt Energy is a certified solar contractor offering EPC services for turnkey solar and BESS solutions for photovoltaic (PV) grid-tie, off-grid, and microgrid systems. SALT is a Florida State Licensed Solar Contractor and a Florida Licensed Certified Electrical Contractor and a member of the North American Board of Certified Energy Practitioners.

SALT believes that designing properly for remote and harsh conditions is of utmost importance for a successful project and a returning customer. We are focused on project delivery on-time, on-budget, and with the highest standard of quality and resiliency.

SALT is distinguished as a market leading EPC contractor specialized in best-in-class technology and engineering targeted to withstand the high wind loads and corrosive environments of the Caribbean region. Our home base and experience is centered in the Florida Keys (Monroe County), which is distinguished for requiring the highest design wind loads (180 mph, exposure C) in the entire United States. We are deeply experienced at providing:

- Ground Mounted PV Designs (certified up to 200 mph);
  - Traditional pole-mounted canopy designs
  - Innovative low-to-the-ground, hurricane resilient, ballasted arrays.
- Roof Mounted PV (up to 200 mph, exposure D);
- Carport PV (up to 200 mph, Exposure D);
- Custom structures – awnings, carports, elevated roof mounts;
- Integrated BESS Storage and Microgrid.
- Critical Facilities Microgrid designs (Island mode support of hospitals, airports and emergency shelters).

SALT has more than 20 years of case history with over 150 installations globally and well-known supply-chain and technology partners such as:

- SunPower Inc – U.S.A. premium PV module manufacturer with more than 35 years in the industry. Majority ownership by Total. Salt Service/Salt Energy has been SunPower’s Authorized Commercial and Residential Dealer for South Florida, Bahamas and Caribbean for more than 10 Years;
- SMA, a leading global specialist for PV and Battery Storage system technology;
- TESLA – Authorized dealer for Energy Storage Solutions in USA, Bahamas, USVI, BVI;
- Outback – Grid-Tie and Off-grid PV & Storage systems.
- ComAp – Leaders in generator controls, SCADA and Hybrid Microgrid System controls.

SALT is Management Owned with 73 years of collective renewable energy experience.

- Charles Meier                      President
- David J. Kaul, PhD              Vice President of Engineering and Operations
- Lisa W. Kaul                      Vice President and Corporate Secretary
- Robert D. Williams              Founder, Shareholder

## Recent Commercial and Microgrid Project References.

The table below presents the most relevant recent EPC projects under construction or completed by SALT Energy.

**Table 1: SALT Energy recent EPC project references**

Location	Type	Size	Status
Burkina Faso	Carport PV - US Embassy	376 kW	Completed Oct 2018
Key Largo, Florida	Ground & roof mounted Custom PV Structure – Key Largo Waste Water Treatment Plant	220 kW	Completed June 2019
Montserrat	Roof mounted PV - Montserrat Utilities Ltd.	288 kW	Completed March 2019
Doral, Florida	Roof mounted PV – Badia Spices Warehouse	529 kW	Completed June 2019
Islamorada, Florida	Roof mounted PV – The Islander Resort	638 kW	Completed Jan 2020
Castaway Cay	Ground Mounted PV + Storage Microgrid – Cruise Ship Company	1,520 KW PV 750KW/ 2.0MWh BESS	Commissioned November 2021
Montserrat	Ground Mounted PV + Storage with Critical Facility Backup - Montserrat Utilities Ltd. <b>Winner of 2022 CREF Industry Award</b> for “Best Distributed Generation Project”.	870 kW PV 2.5 MW/1088kWh BESS	Commissioned August 2021
Ragged Island, Bahamas	Ground Mounted Micro Grid BPL Utility. <b>Winner of 2022 CREF Industry Award</b> for “Best Energy Resilience Project”.	402 kW PV 2.2 MW/1255kWh BESS	Commissioned October 2021
Sweetwater, Florida	Roof mounted PV – Badia Spices Production and Distribution Warehouse	3,240 kW	Commissioned November, 2022

In addition to the above commercial and microgrid projects, we have a residential portfolio of over 100 grid-connected, and off-grid island homes, many with whole-home battery back-up.

## Project Images.

1. Montserrat Phase 1, Rooftop PV
2. (2) Badia Spices, Rooftop PV, Doral, FL.
3. Islander Resort, Rooftop PV, Islamorad, FL.
4. Castaway Cay, Bahamas Microgrid
5. (2) Montserrat Phase 2, Microgrid with Critical Facility Backup
6. (2) Ragged Island, Bahamas Microgrid
7. Ragged Island Hybrid Generator/BESS Power Plant
8. (2) Badia Spices, Rooftop PV, Sweetwater, FL.





**SALTENERGY**  
Montserrat Phase 1  
288 KWp Rooftop PV  
180 MPH, Exposure D





**Badia Spices, Inc.  
Doral, Florida  
529 KWp Rooftop PV  
175 mph, Exposure C**

**SALTENERGY**





**Badia Spices, Inc.**  
**Doral, Florida**  
**529 KWp Rooftop PV**  
**175 mph, Exposure C**







Islander Resort, Florida Keys  
"The Largest Solar  
Installation in the FL Keys  
638 KWp Rooftop PV  
180 mhp. Exposure D





Disney Cruise Lines Microgrid

1.5 MW PV Field

5 Acres

175 MPH, Exposure C

2.0 MWhr BESS

480V-3P Grid Connection





**SALTENERGY**

**Montserrat Phase 2 Microgrid**

**750 KW-AC PV Field**

**5 Acres**

**2.5 MW/1.1 MWhr BESS**

**180 MPH, Exposure C**

**11.4 KV Grid Connection**

**CREF 2022 Award Winner**

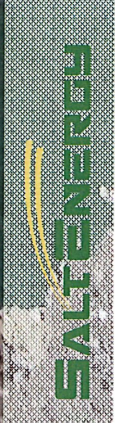
**"Best Distributed Generation Project"**







**Montserrat Phase 2 Microgrid**  
**750 KW-AC PV Field**  
**5 Acres**  
**2.5 MW/1.1 MWhr BESS**  
**180 MPH, Exposure C**  
**11.4 KV Grid Connection**  
**CREF 2022 Award Winner**  
**"Best Distributed Generation Project"**



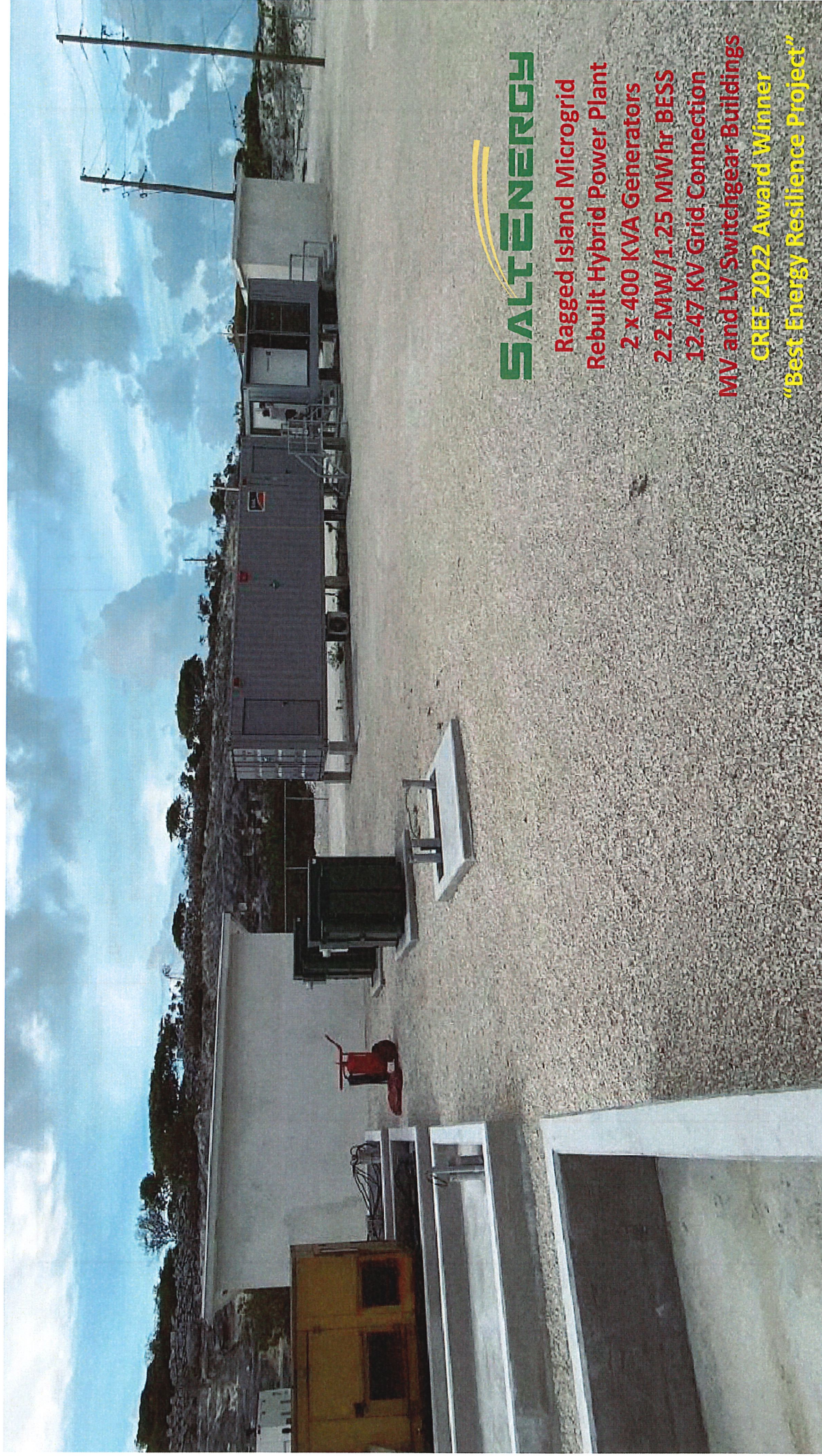




**Ragged Island Microgrid**  
**400 kWp PV Field; 5 Acres**  
**2.2 MW/1.25 MWhr BESS**  
**12.47 KV Grid Connection**  
**180 mph, Exposure D**  
**CREF 2022 Award Winner**  
**"Best Energy Resilience Project"**



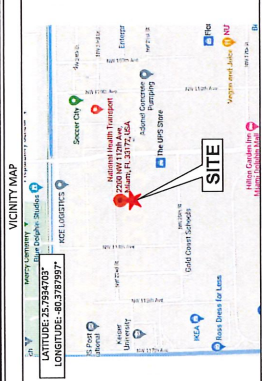
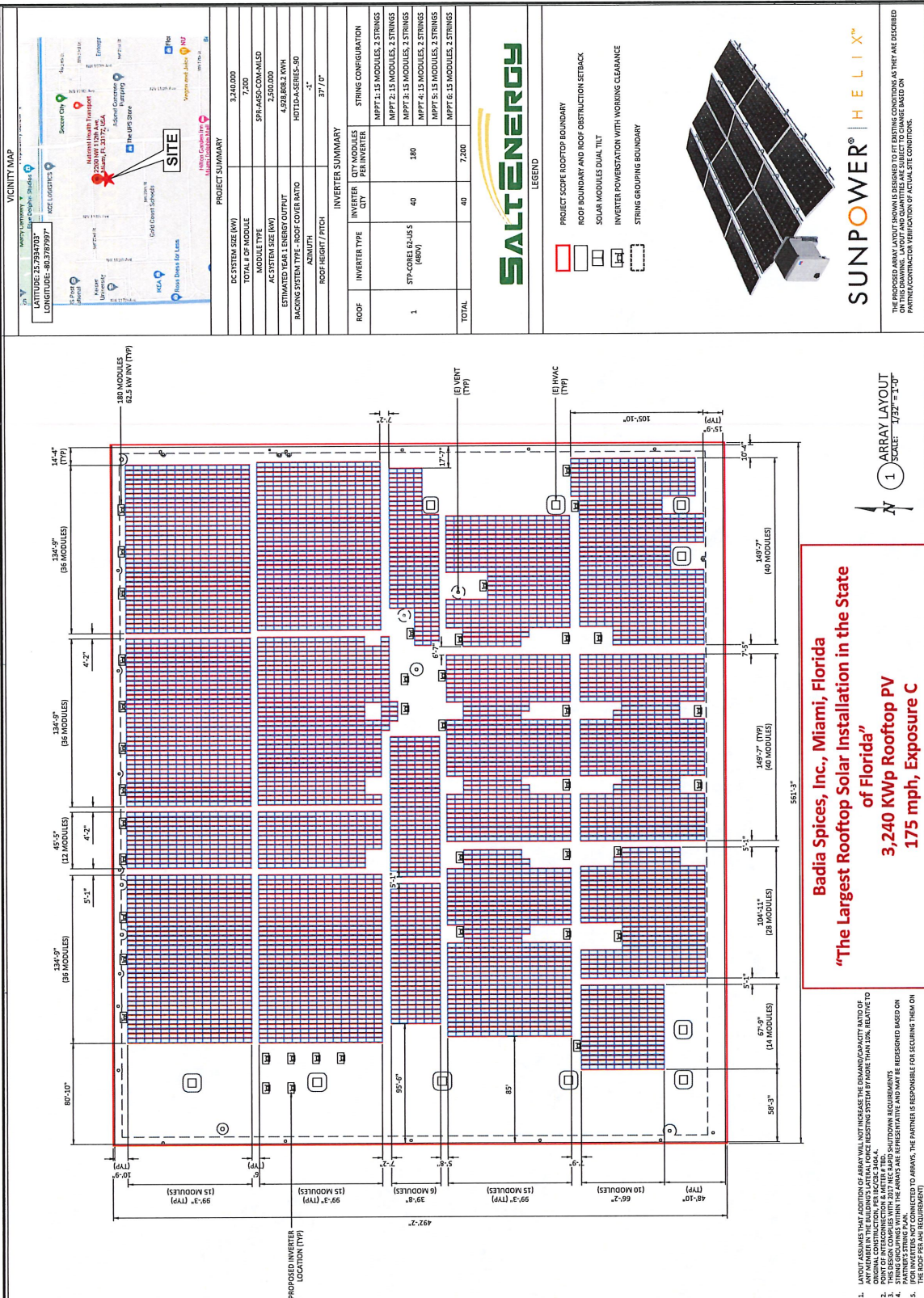




## **SALTENERGY**

**Ragged Island Microgrid  
Rebuilt Hybrid Power Plant  
2 x 400 KVA Generators  
2.2 MW/1.25 MWhr BESS  
12.47 KV Grid Connection  
MV and LV Switchgear Buildings  
CREEF 2022 Award Winner  
"Best Energy Resilience Project"**





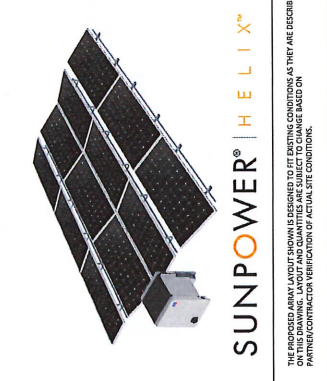
PROJECT SUMMARY	
DC SYSTEM SIZE (KW)	3,240.000
TOTAL # OF MODULE	7,200
MODULE TYPE	SPR-A450-COM-AL50
AC SYSTEM SIZE (KW)	2,500.000
ESTIMATED YEAR 1 ENERGY OUTPUT	4,928,882.1 KWH
RACKING SYSTEM TYPE - ROOF COVER RATIO	HOTUDA-SERIES-50
AC INVERTER	-
ROOF HEIGHT / PITCH	37' / 0"

INVERTER SUMMARY	
INVERTER TYPE	PER INVERTER
INVERTER QTY	40
INVERTER PER INVERTER	180
INVERTER STRING CONFIGURATION	MPPT 1: 15 MODULES, 2 STRINGS
INVERTER STRING CONFIGURATION	MPPT 2: 15 MODULES, 2 STRINGS
INVERTER STRING CONFIGURATION	MPPT 3: 15 MODULES, 2 STRINGS
INVERTER STRING CONFIGURATION	MPPT 4: 15 MODULES, 2 STRINGS
INVERTER STRING CONFIGURATION	MPPT 5: 15 MODULES, 2 STRINGS
INVERTER STRING CONFIGURATION	MPPT 6: 15 MODULES, 2 STRINGS
TOTAL	40

**SALTENERGY**

LEGEND

- PROJECT SCOPE ROOFTOP BOUNDARY
- ROOF BOUNDARY AND ROOF OBSTRUCTION SETBACK
- SOLAR MODULES DUAL TILT
- INVERTER POWERSTATION WITH WORKING CLEARANCE
- STRING GROUPING BOUNDARY



**Badia Spices, Inc., Miami, Florida**

**"The Largest Rooftop Solar Installation in the State of Florida"**

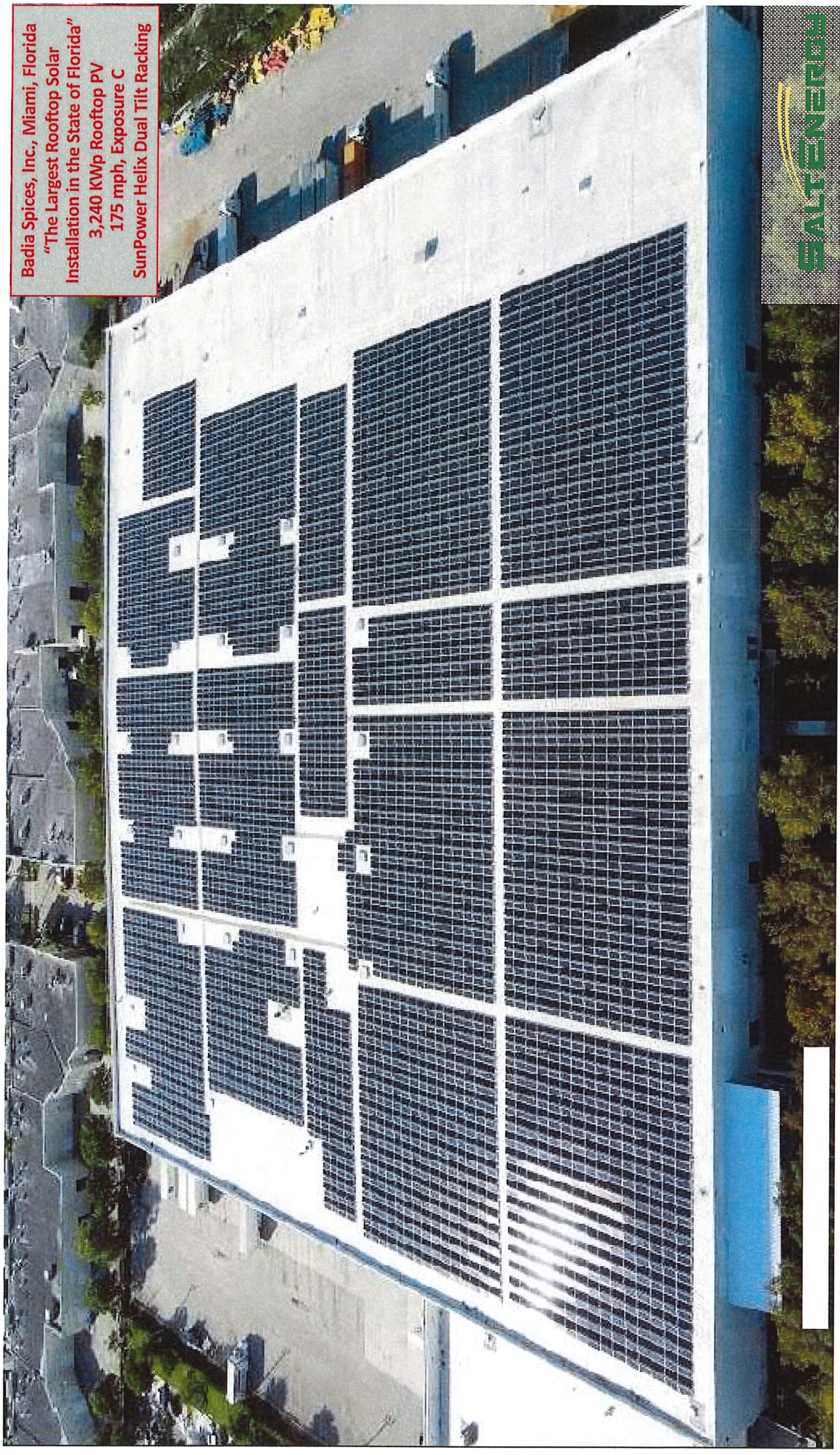
**3,240 Kwp Rooftop PV**

**175 mph, Exposure C**

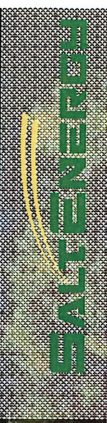
1. LAYOUT ASSUMES THAT ADDITION OF ARRAY WILL NOT INCREASE THE DEMAND/CAPACITY RATIO OF ANY MEMBER IN THE BUILDING'S LATERAL FORCE RESISTING SYSTEM BY MORE THAN 10%, RELATIVE TO THE EXISTING LAYOUT.
2. SOURCE OF INTERCONNECTION & WATERSHIP & TID.
3. STRING GROUPING WITHIN THE AREAS ARE SUPPLEMENTARY AND MAY BE REDESIGNED BASED ON THE ROOF PER AREA REQUIREMENT.
4. THE ROOF PER AREA REQUIREMENT.

1 ARRAY LAYOUT  
SCALE: 1/32" = 1'-0"





Badia Spices, Inc., Miami, Florida  
"The Largest Rooftop Solar  
Installation in the State of Florida"  
3,240 KWp Rooftop PV  
175 mph, Exposure C  
SunPower Helix Dual Tilt Racking





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

**\$100,000.00**

## 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:

### A Plus Roofing of Key West

### ROOFING

Name

5686 Maloney Ave

Key West

FL

33040

Street

City

State

Zip

### Igmar Enterprises

### CONCRETE & MASONRY

Name

14113 Northwest 8th Street

Sunrise

FL

33325

Street

City

State

Zip

### DAB Mechanical, Inc.

### PLUMBING

Name

1717 SW 1st Way, Suite 27

Deerfield Beach

FL

33441

Street

City

State

Zip

### Power Air Conditioning, Inc.

### MECHANICAL (HVAC)

Name

1525 N. Osprey Avenue

Sarasota

FL

34236

Street

City

State

Zip

### Nearshore Electric, Inc.

### ELECTRICAL

Name

5680 1st Avenue, #5

Stock Island

FL

33040

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>

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 30th day of May 2023.

(SEAL)

D.L. Porter Constructors, Inc.

Name of Corporation

By

Gary A. Loer

Title

President

Attest

Coleen Castagna  
Secretary

Coleen Castagna

## EXPERIENCE OF BIDDER

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

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

**See attached**

\*\*\*\*\*

PROJECT NAME	OWNER	ENGINEER	CONSTRUCTION TYPE	CONSTRUCTION COST
Renovation of Frederick Douglass Rec Cntr	City of Key West	hayes   cumming architects	Renovation	\$ 2,440,143.40
	PO Box 1409	2210 Central Avenue, Suite 100		
	Key West, Fl 33041	St. Petersburg, FL 33712		
		(727) 321-0900		
Historic Courthouse Exterior Renovation	Sarasota County	Hall Architects, PA	Renovation	\$ 1,921,695.01
2000 Main Street	1001 Sarasota Center Blvd	513 Central Avenue		
Sarasota, FL 34237	Sarasota, FL 34236	Sarasota, FL 34236		
	John Wissler	(941) 917-0883		
	(941) 861-0930			
Truman Waterfront Park Amphitheater	City of Key West	Bermello Ajamil & Partners, Inc.	New Construction	\$ 3,547,199.26
21 E Quay Road	PO Box 1409	2601 South Bayshore Dr., 10th Floor	Outdoor Amphitheater	
Key West, FL 33040	Key West, Fl 33041	Miami, FL 33133		
		(305) 859-7835		
119 Bridge Street Retail	Murphy Property Group, LLC	Randal Paul Sample, Architect	New Construction	\$ 2,404,731.67
119 Bridge Street	5306 Holmes Blvd, Suite 820	46 N Washington Blvd, Suite 12	of Multiuse Retail	
Bradenton Beach, FL 34217	Holmes Beach, FL 34217	Sarasota, FL 34236	& Restaurant	
	Mike Murphy	(941) 362-0414		
Kosloske Residence	Keybar 1125, LLC	William P. Horn Architect, PA	New Construction	\$ 9,291,245.52
74 Driftwood Dr.	16211 Villarreal de Avila	915 Eaton St.	Single Family	
Key West, FL 33040	Tampa, FL 33613	Key West, FL 33040	Residence w/Pool	
	Mike Kosloske	(305) 296-8302		
	(813) 431-4724			



PROJECT NAME	OWNER	ENGINEER	CONSTRUCTION TYPE	CONSTRUCTION COST
<b>Selva Grill @ UTC</b>	<b>Selva Grill UTC, Inc.</b>	<b>Del Vescovo Design Group</b>	<b>Restaurant</b>	<b>\$ 1,077,969.39</b>
67 N Cattleman Road	67 N Cattleman Road	451 N Orange Ave		
Sarasota, FL 34243	Sarasota, FL 34243	Sarasota, FL 34236		
	Jeremy Osment			
	(941) 362-4427			
<b>FKAA Rockland Key Workshop &amp; Office Bldg</b>	<b>Florida Keys Aqueduct Authority</b>	<b>K2M Design, Inc.</b>		<b>\$ 1,024,028.81</b>
157 Toppino Industrial Drive	1100 Kennedy Drive	1150 Virginia Street		
Rockland Key, FL 33040	Key West, FL 33040	Key West, FL 33040		
	Bubba Osterhoudt, PM	Devon Ayers, RA, CPD		
	bosterhoudt@fkaa.com	DAyers@k2mdesign.com		
	305-797-8240	305-307-5846		
	Melissa McLaughlin, Admin			
	mmclaughlin@fkaa.com			
<b>FKAA Kermit H. Lewin Reverse Osmosis Facility</b>	<b>Florida Keys Aqueduct Authority</b>	<b>K2M Design, Inc.</b>		<b>\$ 8,294,698.07</b>
157 Toppino Industrial Drive	1100 Kennedy Drive	1150 Virginia St.		
Rockland Key, FL 33040	Key West, FL 33040	Key West, FL 33040		
	Jutsin Dacey	Devon Ayers, RA, CPD		
	jdacey@fkaa.com	DAyers@k2mdesign.com		
	305-295-2151	305-307-5846		
<b>Coastal Eye Group</b>	<b>Manatee Sarasota Eye Clinic, PA</b>	<b>Craig M Dixon Architects, Inc</b>	<b>Retail/Medical Buildout</b>	<b>\$ 1,526,079.80</b>
The Mark Condominium	217 Manatee Avenue East	29354 Hummingbird Circle	Interior buildout of	
111 S. Pineapple Ave, Suite 301	Bradenton, FL 34208	Westlake, OH 44145	Eye Doctor Office	
Sarasota, FL 34236	Ben Davis, CEO	Craig M Dixon		
	ceo@coastaleye.com	440-808-5555		
	941-748-1818			

**FLORIDA BID BOND**

BOND NO. N/A

AMOUNT: \$ 5% 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

175 Berkeley Street, Boston, MA 02116

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

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

in the State of Massachussetts,

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 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/ her or its Bid Proposal for **ITB #23-005 FREDERICK DOUGLASS COMMUNITY CENTER(FDCC)**, said Bid Proposal, by reference thereto, being hereby made a part hereof.

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 #23-005**

**FREDERICK DOUGLASS COMMUNITY CENTER  
(FDCC)**

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 30th day of May, 2023.

D.L. Porter Constructors, Inc.

By

PRINCIPAL

Liberty Mutual Insurance Company

SURETY

By

Attorney-In-Fact

Michael Marino, Attorney-in-Fact and 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  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA  
County of MONTGOMERY ss

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  
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 30th day of May, 2023.



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

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

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

**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 30th day of May 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 **Frederick Douglass Recreation**  
**Center (FDCC)**

2. This sworn statement is submitted by **D.L. Porter Constructors, Inc.**  
(name of entity submitting sworn statement)

whose business address is **6574 Palmer Park Circle**  
**Sarasota, FL 34238**

and (if applicable) its Federal Employer Identification Number (FEIN) is **65-0848440**

(If the entity has no FEIN, include the Social Security Number of the individual  
signing this sworn statement \_\_\_\_\_)

3. My name is **Gary A. Loer**  
(please print name of individual signing)

and my relationship to the entity named above is **President**

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.



7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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

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

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

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**

May 30, 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 30th day of May, 2023.

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

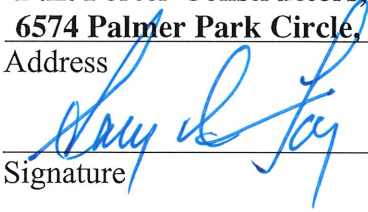


  
NOTARY PUBLIC **Kim Dryden**

## 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: May 30, 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.**

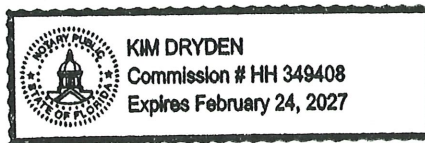
provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

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

Sworn and subscribed before me this 30th day of May 2023.

  
**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: \_\_\_\_\_

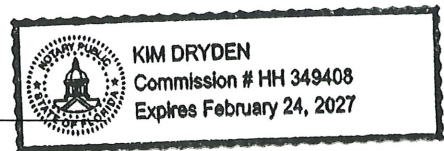
Gary A. Loer, President

Sworn and subscribed before me this

30th day of May 2023.

Kim Dryden


**Kim Dryden**



NOTARY PUBLIC, State of FLORIDA at Large


My Commission Expires: February 24, 2027

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

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

30th day of May, 2023.

NOTARY PUBLIC, State of Florida at Large  
**Kim Dryden**

 **KIM DRYDEN**  
Commission # HH 349408  
Expires February 24, 2027

**LOCAL VENDOR FORM**  
**PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES SECTION 2-798**

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

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
  - o Not a local vendor pursuant to Code of Ordinances Section 2-798
  - o Qualifies as a local vendor pursuant to Code of Ordinances Section 2-798

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

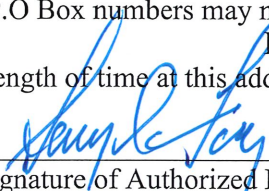
Business Name **D.L. Porter Constructors, Inc.**

Phone: **(941) 929-9400**

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

Fax: **(941) 231-5341**

**Key West, FL 33040**  
Length of time at this address **4 years**

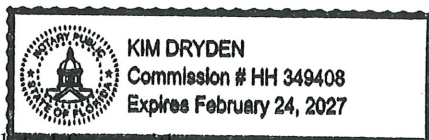
  
Signature of Authorized Representative **Gary A. Loer**

**May 30, 2023**

Date

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

The foregoing instrument was acknowledged before me this **30th** day of **May**, 2023.  
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 \_\_\_\_\_ as identification  
(type of identification)





Signature of Notary

**Kim Dryden**

Print, Type or Stamp Name of Notary

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

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

Title or Rank

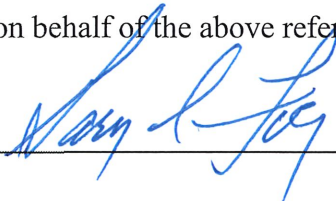


## VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

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>FL</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 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 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

## Frederick Douglass Community Center – ITB 23-005

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

### **City: Requests for Information and Clarifications:**

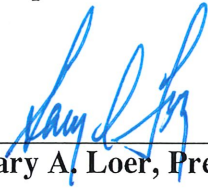
1. Permit fees are unknown – will an allowance or exclusion of fees be acceptable?
  - a. Add an allowance of \$125,000 for permit fees.
2. Bid invitation page 12 states 545 calendar days for completion. Page 18 states 440. Which is correct?
  - a. Please use 545 calendar days.
3. Has an asbestos Survey been performed? If so, please provide. If not, will Owner perform or GC?
  - a. City to provide asbestos/ lead paint test results prior to demolition of the building.
4. Bid docs state we agree to Florida Green Comm. Building – will this building need to be certified?
  - a. Yes, the building is required to be a min. of a bronze certification. City to complete paperwork.
5. Bid Docs state if there's an event scheduled, we have to stop construction if there's interference. Is there a calendar of events we can review to see how many days will be affected by these events?
  - a. Plan for (2) Friday shut-downs for Goombay Festival that happen the weekend before Halloween.
6. Add Alternate for solar form states total of A-B. Shouldn't this read A-C?
  - a. No change to the bid form is needed.
7. Will the Owner be responsible for Health Dept. application and review/fees?
  - a. City to coordinate with the health dept. for review and fees that are needed.
8. ITB page 21 regarding Solar add alternate references Roof Plan A2.3.1. We understand it is a design build system but what are the solar panels on E2.0.2 for? Just for reference?
  - a. Ignore the solar panels on E2.02
9. Please verify low voltage data, cameras, access systems are supplied and installed by Owner.
  - a. Owner/ City to supply and install low voltage data, cameras, access systems. Contractor to coordinate with owner's contractor.

### **Attachments:**

1. Pre-Bid Sign-in Sheet\_FDCC
2. For Reference Only\_2018 Renovation Drawings
3. Geo Tech Report\_FDCC
4. K2M- RFI response\_AD01
5. Bike Bollard
6. AFC\_48x75\_20-0429.01
7. DuraShutter- Overhead Door
8. DuraShutter Standard Spec Sheet
9. Solar Study\_FDCC
10. AED Specification



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



**Gary A. Loer, President**

Signature

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

Name of Business

2. Revise the Contract Documents bid date on Page 6 as outlined below:

### INVITATION TO BID

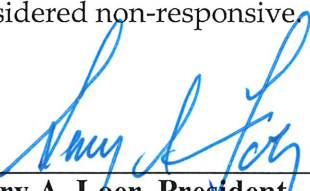
Sealed bids for the City of Key West **ITB #23-005 FREDERICK DOUGLASS COMMUNITY CENTER(FDCC)**, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White St., Key West Florida, 33040 until **3:00 pm on MAY 30 24, 2023** and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

3. See attached RFI's answered by K2M Design, LLC
4. Fence- located between the proposed building and existing building to be 6' high metal picket (black finish). Match City Hall Fence located at 1300 White street, located between buildings. [Click here for street view](#) from Seminary St.

#### Attachments:

1. K2M- RFI response\_AD02

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

  
\_\_\_\_\_  
Gary A. Loer, President  
Signature

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



## THE CITY OF KEY WEST

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

### ADDENDUM NO. 3

## Frederick Douglass Community Center – ITB 23-005

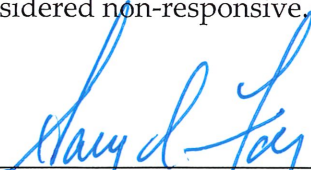
This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced ITB 23-005 package is hereby amended in accordance with the following items:

1. Revised Bid Schedule language, page 19 of Contract Documents- “The Bidder shall submit a Schedule of Values, upon request from the City, on May 30, 2023”.  
Clarification, a schedule of Values is not required with the bid but may be requested by the City after the bids are received.
2. Revised Add Alternate for Solar Power System, Bid Form pages 21 & 22, See attachments. A separate line item was requested for Design- build electrical upgrades to the system. If you do not require this as part of your bid, you can put down NA for not applicable. Also revised lump sum for 20.a-20.c and the total cost for 20.a-20.i.
3. Clarification from AD01- Question 42 & 44.  
Contractor to provide an allowance of \$15,000 as a line item in the base bid, for projectors.
4. See attachment for final K2M- RFI questions. No additional RFI’s will be reviewed but if you have a question on AD03, please email City PM as soon as possible.

### Attachments:

1. Revised Add Alternate for Solar Power System, Bid Form
2. K2M- RFI response\_AD03

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

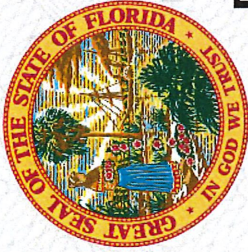
  
\_\_\_\_\_  
Gary A. Loer, President

Signature

D.L. Porter Constructors, Inc.

Name of Business





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**LOER, GARY ALAN**

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

**LICENSE NUMBER: CGCA51066**

**EXPIRATION DATE: AUGUST 31, 2024**

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



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



**2022 / 2023**  
**MONROE COUNTY BUSINESS TAX RECEIPT**  
**EXPIRES SEPTEMBER 30, 2023**

Business Name: D L PORTER CONSTRUCTORS INC

RECEIPT# 30140-60602

Owner Name: GARY A LOER

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

Mailing Address:

6574 PALMER PARK CIR  
SARASOTA, FL 34238

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

Employees 20

STATE LICENSE: CGCA51066

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

Paid 102-21-00002222 07/15/2022 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, 2023**

Business Name: D L PORTER CONSTRUCTORS INC

RECEIPT# 30140-60602

Owner Name: GARY A LOER

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

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

Paid 102-21-00002222 07/15/2022 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-      CONTRACTOR DBPR STATE CERTIFIED  
                                 000387  
Issued Date      9/15/2022      **Expiration Date:    September 30, 2023**  
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

SEP 19 2022

D.L. Porter Constructors, Inc.

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/26/2023

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

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

<b>PRODUCER</b> <b>Marsh &amp; McLennan Agency</b> <b>Bouchard Region</b> <b>1 N. Dale Mabry Hwy, Suite #450</b> <b>Tampa, FL 33609</b>	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 727 447-6481	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> certificates@bouchardinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> Colony Insurance Company	<b>NAIC #</b> 39993
	<b>INSURER B :</b> Ategrity Specialty Insurance Company	<b>16427</b>
<b>INSURED</b> <b>D L Porter Constructors, Inc.</b> <b>6574 Palmer Park Circle</b> <b>Sarasota, FL 34238-2777</b>	<b>INSURER C :</b> Amerisure Mutual Insurance Company	<b>23396</b>
	<b>INSURER D :</b> Infinity Auto Insurance Co	<b>11738</b>
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	600GL019200002	01/01/2023	01/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			509820082251001	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$N/A	Y	Y	01PXL700023690	01/01/2023	01/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC208074511	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Leased/Rented Equipment			IM205936415	01/01/2023	01/01/2024	\$600,000

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

PROJECT: ITB 022-16 / Renovation of Frederick Douglas Recreation Center

Additional insured status with respect to General Liability and Umbrella Liability per the attached form(s).

(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

City of Key West, Florida  
 3126 Flagler Street  
 Key West, FL 33040-4602

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



## DESCRIPTIONS (Continued from Page 1)

Waiver of subrogation applies with respect to General Liability, Workers Compensation and Umbrella Liability per the attached form(s).

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

Umbrella follows form.

Proprietors/Partners/Executive Officers/Members Excluded:

Gary Loer, President

POLICY NUMBER: D L Porter Constructors, Inc.  
NAMED INSURED: 600GL019200002

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) Of Covered Operations</b>
Where required by Written Contract	Where required by Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

NAMED INSURED: D L Porter Constructors, Inc.  
POLICY NUMBER: 600GL019200002

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
<b>Where required by written contract</b>	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured is amended to** include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard",



NAMED INSURED: D L Porter Constructors, Inc.  
POLICY NUMBER: 600GL019200002

COMMERCIAL GENERAL LIABILITY  
CG 20 01 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

NAMED INSURED: D L Porter Constructors, Inc.  
POLICY NUMBER: 600GL019200002

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Person Or Organization:**

As Required By Written Contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

NAMED INSURED: D L Porter Constructors, Inc.

(Ed. 4-84)

POLICY NUMBER: WC208074511

---

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

## Schedule

"Any person or organization required by written contract or certificate of insurance."

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

The endorsement does not apply to policies or exposure in Missouri where the employer is in the construction group of classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications. For policies or exposure in Missouri, the following must be included in the Schedule:

- Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by \_\_\_\_\_